

AGENDA AND ORDER OF BUSINESS  
FOR THE MEETING OF  
UNION MEMBERS - JOINT WESTERN AREA COMMITTEE  
AND  
REPRESENTATIVES OF LOCAL UNIONS  
MAY 10-11-12-13-14, 1971  
DEL WEBB'S TOWNE HOUSE  
SAN FRANCISCO, CALIFORNIA  
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1. Roll Call of Union members of the Joint Western Area Committee. 9:00 A.M.
2. Approval of Minutes of the February 8, 1971 meeting of Union members of the JWAC and Local Union Representatives.
3. Identification of other representatives of Local Unions and visitors.
4. Naming of Main Committee and Sub-Committee panels.
5. Powers of Attorney approved by the division.
6. Standard Contract Participation approved by the division.
7. Other communications.
8. Reports and questions from J. S. C. or JWAC Committee members.
9. Discussion of cases on the May JWAC Agenda.
10. ADJOURNMENT.



PROPOSED  
JOINT WESTERN AREA COMMITTEE AGENDA  
SUBMITTED BY THE  
WESTERN MASTER FREIGHT DIVISION  
MAY 10-11-12-13-14, 1971  
DEL WEBB'S TOWNE HOUSE  
MARKET AT EIGHTH  
SAN FRANCISCO, CALIFORNIA  
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JOINT SESSION OF THE FULL COMMITTEE - DEL WEBB'S TOWNE  
HOUSE - 10:00 A. M. - MONDAY - MAY 10, 1971

1. Approval of the Minutes of the February, 1971 session of the J.W.A.C.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the May sessions of the J.W.A.C.
4. Naming of members of the Main Committee and Sub-Committees.
5. Naming of Alternate Main Committee to act on Discharges and Warning Letters with final and binding authority.
6. Communications.
7. Other procedural or policy matters to come before the J.W.A.C.
8. ADJOURNMENT.



CHANGE OF OPERATIONS



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
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Case #  
MC-CO-26-11/70

Local 690, Spokane, Washington

Multi-  
Conference

Company involved: Consolidated Freightways

Change of  
Operations

Local 690 requests a clarification on the seniority of the following members of Local 690 employed by Consolidated Freightways on their line operation at Spokane, Wash.

Clarification

Henry V. Frenger has seniority date of 2/14/64 - should be 8/20/50

James A. Smith has seniority date of 7/8/63 - should be - 12/30/51

Charles L. Oaks has seniority date of 7/2/63 - should be 8/15/53

Stanley W. Harris has seniority date of 3/6/64 - should be 6/15/58

Keith L. Huke has seniority date of 5/14/60 - should be 8/4/53

Herman Esveld has seniority date of 1/14/63 - should be 1/31/57

Louis C. Cornelius has seniority date of 7/3/64 - should be 4/15/60

The decision in the above case is protested on the basis the Company and the committee has not recognized the seniority of its employees, and the intent of the National Master Freight Agreement in A, B, and C, of the committee's decision dated November, 1970. Individual statements shall be presented at the hearing.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon  
2-8-3508

Change of Company involved: Nehalem Valley Motor Freight  
Operations

Clarification The Union contends that Nehalem Valley Motor Freight is in violation of Article 54, Section E, of the Western States Area Over-The-Road Motor Freight Supplemental Agreement because they are having their Portland short line drivers picking and delivering freight within a fifty mile pickup and delivery radius between Longview, Washington and Portland, Oregon.

The Employer contends that based on the economic needs as established before the Change of Operations Committee in Case #2-8-3508 that they be permitted more efficient utilization of its out of city drivers including multiple turns in and out of Portland and the Longview area. The company contends that the Union's complaint in this case actually is an appeal of the February 14, 1968 JWC decision.

Case #1890.

JSC Motion: That it be referred to the JWC Change of Operations Committee for interpretation. Motion Carried.

Oregon JSC March 1, 1971.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-70-5323

Local 420, Los Angeles, California  
Local 439, Stockton, California

Change of  
Operations

Company involved: Pacific Clay Products

Clarification

Requesting clarification of JWAC Case #5-70-5323  
regarding seniority.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # The Ringsby System  
8-70-5366

Change of Operations	Locals involved:	87, Bakersfield, California
		150, Sacramento, California
Clarification		224, Los Angeles, California
		439, Stockton, California

PRESENT OPERATION - (Bakersfield)

Ringsby-Pacific, Ltd. operates terminal in Bakersfield, California, employing three (3) local pick-up and delivery drivers on a regular basis. Line haul in and out of Bakersfield is performed by Local 224 line drivers.

PROPOSED OPERATION:

Close the freight division in Bakersfield. The Company will not pick up either in Bakersfield for its other California points, or freight in those stations destined for Bakersfield.

Freight picked up for Bakersfield at points outside of California, will be given to other carriers serving this area, with the exception of full truck loads on which the Company reserves the right to deliver from our Los Angeles terminal as conditions may warrant.

The three (3) Bakersfield pick-up and delivery drivers will be placed on a layoff status, subject to Article 5, Section 5, Paragraph C, of the National Master Freight Agreement.

PRESENT OPERATION - (Stockton)

Ringsby-Pacific, Ltd., operates terminal in Stockton serving the Stockton, Modesto, and Tracy area. Teamster Union personnel consists of ten (10) pick-up and delivery drivers, two (2) office.

PROPOSED OPERATIONS:

Close the Stockton terminal and provide service to the area previously covered by this terminal out of our Sacramento terminal.

It was agreed by Teamster Locals 150 and 439 that the four (4) top seniority drivers would be transferred to Sacramento, and their seniority and that of the pick-up and delivery drivers based in Sacramento, employed on the date of transfer, be dovetailed, and the bid runs, and starting times of the combined operation, be posted for re-bid in accordance with the new seniority list.

It was further agreed that a dovetailed seniority list of the pick-up and delivery drivers on layoff, in both Stockton and Sacramento be compiled, and as additional drivers were needed in Sacramento, they would be recalled from this new dovetailed seniority list in proper seniority order.

The two displaced Office personnel would be offered employment in Sacramento, and if they elected to accept such employment, their seniority would be dovetailed with the Teamster Union personnel employed by Ringsby at that terminal.

Approval of this change is hereby requested.

Local 439 is requesting clarification of this case at the May, 1971 JWAC Meeting.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Western Gillette  
8-70-5376

Change of Operations	Locals involved:	104, Phoenix, Arizona
		224, Los Angeles, California
		431, Fresno, California
Clarification		468, Oakland, California

The Company is requesting clarification of Change of Operations Case #8-70-5376.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-70-5513

McCracken Bros. Motor Freight

Change of  
Operations

Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

August, 1970 JWAC Action: M/m/s/c/ that this matter be referred back to the parties for further discussions and this committee retain jurisdiction to the November Agenda.

November, 1970 JWAC Action: M/m/s/c/ in Case #8-7-5513 this committee will retain jurisdiction of the company's application to eliminate its bid double turns between Portland and Eugene and Eugene and Portland to the February, 1971 session. In the interim, effective no sooner than January 1/71, the company may reduce its present three bid double Portland-Eugene turns by one, thereafter operating two Portland-based double turn schedules until this subject matter is again reviewed by this committee at its February, 1971 session. The Company need not continue to operate its Eugene-Portland double turns, effective immediately.

The allocation of the two remaining positions after the reduction as set forth above shall be bid prior to the effective date of that reduction. One of the double turn positions shall be designated as a firm protected run and shall not be subject to cancellation as a result of short line or single long line assignments. The second leg of the other bid position may be subject to cancellation at the company's option in order to facilitate short line assignments, but not to facilitate terminal-to-terminal operations pulled by extra board drivers when such terminal-to-terminal operations could be operated by the second double bid turn driver without unnecessary delay of freight or equipment shortages. The company shall designate on the bids the approximate starting times of the two double turn positions indicating the one subject to cancellation as provided above.

The company and the Union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

February, 1971 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
11-70-5539

O.N.C. Motor Freight System

Change of  
Operations

Locals involved: 468, Oakland, California

Clarification

The Company is requesting a clarification of Change of  
Operations Case #11-70-5539.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways  
2-71-5711

Change of Locals involved: 150, Sacramento, California  
Operations 439, Stockton, California

Consolidated Freightways intends to transfer its rating and  
billing function from our Stockton terminal to our Sacramento  
terminal.

February, 1971 JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5719

MILNE TRUCK LINES, INC.

Change of  
Operations

Locals involved:

104, Phoenix, Arizona  
224, Los Angeles, California

PRESENT OPERATION:

- (1) Three bid runs per night 5 nights per week Los Angeles, California to Tucson, Arizona (via Yuma, Arizona), layover and return (6 bid drivers domiciled at Los Angeles, Calif, operating on a 3 and 2 basis).
- (2) All overflow, over and above the above specified operation, either dispatched from Los Angeles extra board direct Los Angeles to Tucson (via Yuma) or Los Angeles to Phoenix, Arizona (Los Angeles or Phoenix bid or extra board drivers) to be handled from Phoenix to Tucson by Phoenix-domiciled extra board drivers on a turnaround basis.

PROPOSED OPERATION:

- (1) Three bid runs per night, 5 nights per week Los Angeles, California to Tucson, Arizona, layover and return, either thru Yuma, Arizona or Phoenix, Arizona on a thru open door operation, as the freight flow requires. (6 Bid drivers domiciled at Los Angeles, California, operating on a 3 and 2 basis).
- (2) All overflow over and above the above specified operation to be handled by the Los Angeles extra board on a thru open door operation, as the freight flow requires.
- (3) No drivers will be redomiciled if the proposed operation is granted.

February, 1971 JWAC Action: In Case #2-71-5719, since it appears to the committee that there is not sufficient information to determine the effect of the Company's proposal on the Phoenix drivers, that the committee retain jurisdiction of this case until the May agenda. And the parties are directed to have further discussions and present additional information in support of their respective positions at that time.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Western Milk Transport, Inc.  
2-71-5735

Change of Operations      Locals involved:      208, Los Angeles, California  
224, Los Angeles, California  
431, Fresno, California  
468, Oakland, California

Presently, we have 13 line drivers domiciled at Oakland. These runs operate predominately between Oakland and our Los Angeles, Paramount Terminal.

Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers as follows:

- A. Six (6) line drivers now based and to remain domiciled and operating out of Oakland.
- B. Redomicile five (5) line drivers and their assigned equipment to Los Angeles, Paramount Terminal.
- C. Redomicile two (2) line drivers and their assigned equipment to operate out of our Fresno terminal.

Local 468 is requesting clarification of Case #2-71-5735 at the May, 1971 meeting of the JWAC.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 307, Casper, Wyoming  
2-71-5843                  Local 961, Denver, Colorado

Change of                      Company involved:                  Salt Creek Freightways  
Operations

Clarification                  Local 307 is requesting further clarification and consideration  
of the Change of Operation Committee in Case #2-71-5843.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # California Motor Express  
5-71-5892

Change of Operations Locals involved: 208, Los Angeles, California  
224, Los Angeles, California  
235, Orange, California  
357, Los Angeles, California

Effective as determined at the Change of Operations hearing, the points and areas within the County of Orange, in the State of California, will be served by a California Motor Express terminal to be located within said area. Those local runs from the California Motor Express Los Angeles terminal into this area will be abolished.

It is further proposed that the points and areas within the territorial jurisdiction of Local 692 in Southern Los Angeles County will be served by either the Los Angeles terminal or the proposed Orange County terminal as dictated by terminal proximity, service requirements and/or economics.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Brothers Transportation  
5-71-5893

Change of Operations Local involved: 315, Martinez, California  
224, Los Angeles, California

PRESENT OPERATION:

There are presently two (2) tractors and four (4) trailers, domiciled in Concord, California, in the jurisdiction of Local 315. These pieces of equipment are used in the line operation from Concord to Los Angeles, California. The drivers are also domiciled in Concord, California.

The balance of the line equipment, operated by the Company, is domiciled in Los Angeles, California, and the drivers of that equipment are domiciled in Los Angeles, California. This consists of six (6) Tractors and twelve (12) Trailers, used in the line operation.

PROPOSED CHANGE:

The Company proposes to move the line equipment out of the Concord terminal and redomicile the equipment in Los Angeles, California. The drivers that are affected by this move will be offered job opportunity on the Los Angeles board, in accordance with their seniority, on a dovetail basis. The Company will pay moving expenses, in accordance with the contract.

The local operation will not be changed, either in Concord or Los Angeles, California.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Cal-Coast Carriers, Inc.  
5-71-5894

Change of                      Locals involved:                      287, San Jose, California  
Operations    912, Watsonville, California

In order to improve the efficiency of our operation, the Company intends to transfer the one run presently scheduled between Watsonville and Los Angeles to our San Jose operation where our other Los Angeles runs originate.

It is our intention to transfer the equipment presently used for that run to the San Jose terminal and to offer the present driver Mr Jim Baker, an opportunity to continue that run out of the San Jose yard. Mr. Jim Baker shall carry his prior company seniority for that run only, but he shall retain Company seniority for layoffs and rehiring. He shall accumulate seniority for the purpose of bidding on other runs at the San Jose terminal only from the date of his transfer to that terminal. If he uses his terminal seniority at San Jose to bid on other runs, he shall lose his right of prior seniority from the transferred run.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5895

Delta Lines

Change of  
Operations

Locals involved:

150, Sacramento, California  
224, Los Angeles, California  
533, Sparks, Nevada

PRESENT OPERATION :

Freight now originating at Reno for Los Angeles is short-lined to Sacramento with a Reno-based driver, taken then to Los Angeles by a Sacramento-based driver. The reverse procedure is followed on freight originating at Los Angeles for Reno.

PROPOSED OPERATION:

We have recently received authority to traverse U.S. Highway 395 and State Route 14 and now propose to domicile two pieces of equipment and drivers at our Los Angeles facility to run directly to Reno and return to Los Angeles via U.S. Highway 395 and State Route 14. We have offered this run to one of our drivers in Sacramento and one in Reno.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # E T M F Freight System  
5-71-5896

Change of  
Operations

Locals involved:

81, Portland, Oregon  
104, Phoenix, Arizona  
137, Marysville, California  
150, Sacramento, California  
224, Los Angeles, California  
287, San Jose, California  
468, Oakland, California  
741, Seattle, Washington  
941, El Paso, Texas  
962, Medford, Oregon

PORTLAND

Present Operation :

No line operation

Proposed Operation:

Establish single man turnaround runs to Seattle. Portland drivers can operate single man turnaround runs to Grants Pass, Oregon. All runs to operate on a direct or via dispatch. Seven days a week.

MEDFORD

Present Operation:

Single man layover runs to Portland and/or Seattle, with drop and pickup at Portland on Seattle dispatch.

Proposed Operation:

Discontinue Medford, Oregon operation. All Medford drivers presently working will be given the opportunity to redomicile as provided in the National Master and W.S.A. OTR Agreements.

CORNING

Present Operation:

None

Proposed Operation:

Establish single man layover runs to Portland. Drivers can operate single man turnaround runs to Grants Pass, Oregon. Drivers can operate single man turnaround runs to Fresno, Calif. All runs to operate on a direct or via dispatch. Seven days a week.

OAKLAND

Present Operation:

Single man layover runs to Medford, Oregon.

Proposed Operation:

Discontinue single man layover runs to Medford. Establish single man turnaround runs to Corning, California on direct or via dispatch. Oakland drivers can operate single man turnaround runs to Fresno, California. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Rebid new runs as needed. Displaced drivers will be given the opportunity to redomicile as provided in the National Master or the W.S.A. OTR Agreements.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # E T M F Freight System (Continued from previous page)  
5-71-5896

SACRAMENTO

Present Operation:

Single man layover runs to Medford.

Proposed Operation:

Discontinue line haul operation. Displaced drivers will be given the opportunity to redomicile as provided in the National Master and W.S.A. OTR Agreements.

LOS ANGELES

Present Operation:

Single man layover runs to San Jose, Oakland, Sacramento, Stockton and Phoenix.

Proposed Operation:

Continue to operate single man layover runs to San Jose and Oakland. Discontinue Los Angeles to Phoenix, Stockton and Sacramento, single man layover runs. Establish single man layover run to Corning, California. The Los Angeles based drivers can operate turnaround runs to Fresno and/or Desert Center, California. All runs to operate on a direct or via dispatch. The drivers on the Los Angeles to Corning operation will primarily handle the dropping and/or picking up of trailers at Sacramento and/or Stockton in either direction, - north or south. There may be an occasion when there will be no Los Angeles drivers available at Corning and we have no loads for Oakland or San Jose. The Company has the right to dispatch the Oakland-based drivers to Oakland via Stockton and/or Sacramento with loads destined to these terminals.

All runs to operate on direct or via dispatch. Displaced drivers will be given the opportunity to redomicile as provided in the National Master or W.S.A. OTR Agreements. Seven days a week. Cancel all present bid runs. Rebid new runs as needed.

PHOENIX

Present Operation:

Single man layover runs to Los Angeles and El Paso. Single man turnaround runs to Tucson. Sleeper operation to Salt Lake City.

Proposed Operation:

Continue to operate single man turn to Tucson. Continue to operate sleeper runs to Salt Lake City. Continue to operate single man layover runs to Los Angeles. Add drivers as needed. Discontinue single man layover runs to El Paso. Phoenix driver can operate single man turnaround runs to Desert Center, California, Duncan and/or Bowie, Arizona. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Rebid new runs as needed.

EL PASO (Western States OTR Operation Only)

Present Operation:

Single man layover runs to Phoenix.

Proposed Operation:

Continue to operate single man layover runs to Phoenix. Add drivers as needed. El Paso drivers can operate single man turnaround runs to Duncan and /or Bowie, Arizona. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Redbid new runs as needed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Garrett Freightlines  
5-71-5897

Change of                      Local involved:                      222, Salt Lake City, Utah  
Operations

Garrett Freightlines, Inc. proposes to change its present operation between Salt Lake City, Utah and Idaho Falls, Idaho. We presently operate one (1) schedule per day, six (6) days per week, Salt Lake City to Idaho Falls, layover and return. We propose to operate this run on a turnaround basis five (5) days per week, Sunday through Thursday. One man will be displaced by this change. He can exercise his seniority on other runs out of Salt Lake City or revert to the extra board.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Haslett Company  
5-71-5898

Change of                      Locals involved:                      150, Sacramento, California  
Operations    468, Oakland, California

The Haslett Company presently has one line driver, a member of Teamsters Local 150 operating out of Sacramento and the remainder of its operation is all handled out of Oakland by members of Local 468. This arrangement was made several years ago.

Changes have taken place that would indicate that all parties would benefit if our total line operations were handled out of Oakland with 468 drivers.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Illinois-California Express, Inc.  
5-71-5899

Change of Operations	Locals involved:	70, Oakland, California
		78, Oakland, California
		287, San Jose, California
		856, San Francisco, California

I.C.X. closing San Jose and Oakland terminals.

PRESENT OPERATION:

San Jose has seven pickup and delivery and dock employees and two office employees.

Oakland has 29 pickup and delivery and dock employees and 8 office employees and one service employee.

PROPOSED OPERATION:

Company proposes to close its San Jose and Oakland terminals and transfer this work to our new terminal in Hayward when it is completed.

The above Change of Operations covers a distance of approximately 20 miles from each terminal to Hayward, California; the closings will be done in accordance with the National Master Freight Agreement under Article 8 (e) and Article 5, Section 5 (b) (2).

SENIORITY:

Seniority lists of the terminals involved in the closings are attached. It is the Company's suggestion that the San Jose and Oakland active pickup and delivery and dock men be dovetailed with full seniority for all purposes in accordance with Article 5, Section 5 (b) 2, and Article 8 (e) of the National Master Freight Agreement.

As of the effective date of closing the terminals the company shall dovetail the seniority of the employees actively working as San Jose and Oakland terminals on the basis of their respective seniority dates for layoff purposes, and the available jobs at Hayward, California shall be offered in accordance with their positions on the list. The same procedure would apply to the office employees.

Since we have only one serviceman, he will be given the opportunity to transfer to Hayward, California.

The Company recognizes the seniority of transferred employees must comply with the rules and practices being followed in the area, or as directed by the Change of Operations Committee.

Layoff to be in compliance with Article 8 (e) of the National Master.

Effective date of the closing will be at the time the new facility is completed, estimated to be August 1, 1971.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Illinois-California Express, Inc.  
5-71-5900

Change of Locals involved: 180, Los Angeles, California  
Operations 224, Los Angeles, California

I. C. X. proposes to change its road operation out of Los Angeles as it pertains to handling freight between the Bay Area and Chicago, including points east of Chicago and between the Bay Area and Texas-New Mexico and points east thereof. The proposed change is needed in order to operate over new and more direct routes recently granted by the I. C. C. to I. C. X. This freight now moves on sleeper cabs operated by Los Angeles 180 drivers out of Los Angeles eastbound and operates by single man with Los Angeles 224 drivers from Los Angeles north to and from the Bay Area.

This Change of Operations is to be in accordance with Article 5 and Article 8 (e) of the National Master Freight Agreement, and Article 42, Section 4, of the Over-The-Road Supplement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # O.N.C. Motor Freight System  
5-71-5901

Change of Operations Locals involved: 31, Vancouver, B.C., Canada  
81, Portland, Oregon  
741, Seattle, Washington

PRESENT OPERATION:

One turnaround run, Vancouver, B.C. to Seattle and return, domiciled at Vancouver, B.C.

Additional freight to and from Vancouver above the one turnaround is pulled by Seattle extra board drivers on turn runs or by Portland extra board drivers on an irregular basis running through to Vancouver with drops and picks of freight and/or trailers at intermediate points.

PROPOSED OPERATION:

Increase the number of turnaround runs, Vancouver-Seattle-Vancouver, to two (2) by domiciling one additional turn run at Vancouver. These runs to normally run five (5) turns per week on an "if and when" basis as freight dictates.

Additional freight to and from Vancouver will continue to be handled by either Seattle extra board drivers on turn runs or by Portland extra board drivers on an irregular basis as the freight dictates, running through to Vancouver on a lay basis with the right to drop and pick freight and/or trailers in either direction at all intermediate points.

The Company will offer the opportunity on a seniority basis to the Seattle line board for one driver to move to Vancouver and claim the new turn run at Vancouver; any driver transferring to Vancouver will be required to comply with the requirements of the Canadian Government.

This run to be placed into operation May 17, 1971.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O. N. C. Motor Freight System  
5-71-5902

Change of Locals involved: 70, Oakland, California  
Operations 85, San Francisco, California

Confirming the discussion and agreements reached in meetings with both Local Unions involved, it is our intention to close our facility in San Francisco, no later than March 29, 1971.

The two men currently on the active payroll in San Francisco will be offered the opportunity to transfer to our San Leandro terminal and have their Company seniority dovetailed into the active seniority roster at San Leandro.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O. N. C. Motor Freight System  
5-71-5903

Change of Operations Locals involved: 81, Portland, Oregon  
962, Medford, Oregon

O. N. C. proposes to establish the following Approved Operation:

1. A Portland to Coos Bay to Portland turn run to be utilized when expedient to do so with Portland domiciled extra board men.

The two (2) present bid lay runs, Portland to Coos Bay, will be protected in their bid day ahead of these turn runs, however, the turn runs may depart from Portland ahead of or intermingled with the bid runs to Coos Bay as the flow of freight dictates.

2. A Medford to Coos Bay to Medford turn run to be utilized when expedient to do so with Medford domiciled extra board men.

The one (1) present bid lay run, Medford to Coos Bay, will continue to operate as presently bid.

3. This Change is not intended to jeopardize the Company's right to dispatch an extra board man to Coos Bay on a layover basis.
4. Any turn runs operated under this Change of Operation will be considered and paid as one continuous tour of duty.
5. The right to operate these turn runs to become effective May 17, 1971.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # O.N.C. Motor Freight System  
5-71-5904

Change of Operations Locals involved: 386, Modesto, California  
439, Stockton, California

The Company requests a Change of Operation for O.N.C.  
to close their Modesto, California terminal and open a terminal  
at Stockton, California.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5905

Pacific Motor Trucking Company

Change of  
Operations

Locals involved:

224, Los Angeles, California  
381, Santa Maria, California

The Company wishes to discontinue the Santa Maria-San Jose turnaround run.

As we have previously indicated, discontinuance of this run is an economic necessity and the traffic we are moving on this run can easily be handled in either direction by Los Angeles-based drivers, members of Local 224 .

This run operates on a freight available basis, five days per week and its abolishment will effect one driver stationed at Santa Maria. It is our proposal to allow this man to exercise his seniority by dovetailing into the Los Angeles line board.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Motor Trucking Company  
5-71-5906

Change of Operations	Locals involved:	208, Los Angeles, California
		224, Los Angeles, California
		467, San Bernardino, California
		871, Pomona, California

P.M.T. presently has a terminal at Ontario, California, employing seven people, including one line driver and one working foreman. This terminal serves points as per attached list.

On or about July 1, 1971, we are being evicted from our present facility and the amount of traffic handled to and through this terminal will not financially support building or leasing another facility. We are, therefore, proposing prior to July 1, 1971, to make the following changes:

- (1) Completely eliminate the Ontario terminal as an operating facility.
- (2) The area in Los Angeles County presently served by Ontario to be handled by Los Angeles-based drivers, members of Local 208.
- (3) The area in San Bernardino County presently served by Ontario will be handled by San Bernardino-based drivers, members of Local 467, with the exception of straight loads of traffic for pickup and delivery to be handled by Los Angeles-based drivers, members of Local 224.
- (4) The present employees are now bid as follows:

1	-	Line driver
1	-	Heavy duty line driver
3	-	Heavy duty drivers
1	-	Bobtail driver
1	-	Working foreman

Based on the volume of traffic currently handled by the Ontario terminal, we propose to transfer the following number of men as indicated:

2	-	Men to San Bernardino terminal
4	-	Men to Los Angeles, Local 208
1	-	Man to Los Angeles, Local 224

It is agreed that the Company will establish another Los Angeles-San Bernardino turn run, and further agreed that the Company will not make any changes to become effective before June 30, 1971.

Transfers will be accomplished in accordance with Article 5, Section 5 (b) (2), of the National Master Freight Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # The Ringsby System  
5-71-5907

Change of Locals involved: 483, Boise, Idaho  
Operations 839, Pasco, Washington

Change of Operations between Pasco, Washington and  
Boise, Idaho.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # The Ringsby System  
5-71-5908

Change of Operations	Locals involved:	81, Portland, Oregon
		150, Sacramento, California
		468, Oakland, California
	741, Seattle, Wash.	690, Spokane, Washington
	962, Medford	224, Los Angeles, California

PRESENT OPERATION:

1. Southern California

All freight originating in Los Angeles is moved by Los Angeles-based line drivers (member Local 224) to either San Jose, Oakland or Sacramento. Freight destined for the Pacific Northwest may move through either Oakland or Sacramento, at the option of the company.

2. Northern California

- (a) Freight originating in the Bay Area, i.e., Oakland or San Jose is moved to Medford by Oakland-based line drivers (members of Local 468). San Jose freight is transported to Oakland by either Oakland or San Jose local drivers, or Oakland line drivers may be dispatched to Medford via San Jose.
- (b) Sacramento-based line drivers (members of Local 150) pull the second leg of the Los Angeles N.W. freight to Medford, Oregon plus any freight generated in Sacramento, Modesto, Fresno. Sacramento drivers pull all freight either into or out of Fresno for the Northwest or transcontinental destinations.

3. Oregon and Washington

- (a) All California freight either northbound or southbound out of Medford moves by Portland-based line drivers (members of Local 81) to Portland. Freight destined for Seattle, Washington is moved from Portland to Seattle by either Portland or Seattle drivers on a turnaround. Spokane destined freight moves over the Portland-Umitilla-Spokane turnaround. Portland-based drivers pull the first leg, Spokane-based drivers the second leg.
- (b) Split loads out of California, i.e., one box for Seattle, one for Spokane are broken up in Portland and consolidated with Portland freight to destination.

PROPOSED CHANGE:

- 1. No change in present operation between Los Angeles, Sacramento and Oakland.
- 2. The present so-called Washington operation is freight that originates in Portland and Seattle for Yakima, Wenatchee, Spokane, Idaho, Montana, etc., and will not change.
- 3. It is the Company's intention to change the present break point from Medford to Roseburg, Oregon and La Pine, Oregon and redomicile drivers from Portland to Roseburg, Oregon.

Presently, we have 2 divisions and a turn between Sacramento, Oakland and Seattle and 2 divisions between Sacramento, Oakland and Portland due to the short division between Medford and Portland. By changing the break point and redomiciling the drivers to Roseburg, we will have 2 divisions, Oakland and Sacramento to Seattle and 1 division and a turn to Portland.

It is further the Company's intention to use La Pine, Oregon as a break point on the California to and from Spokane and Eastern Washington, Idaho, Montana, etc. Freight will be run from drivers based in Spokane running to La Pine and drivers in Sacramento and Oakland running to La Pine. This will save the Company 136 miles as well as giving us a competitive route to and from points names, since we have competition already running this short route.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # The Ringsby System (Continued from previous page)  
5-71-5908

The following is a proposed method of operation:

<u>OAKLAND</u>	Run Roseburg, Oregon, lay and return. Run La Pine, Oregon, lay and return.
<u>SACRAMENTO</u>	Run Roseburg, Oregon, lay and return. Run La Pine, Oregon, lay and return.
<u>ROSEBURG</u>	Run Seattle, Washington, lay and return. Run Portland, Oregon on a turn. Roseburg drivers to drop and pick up in Portland and run on to Seattle or drop and pick up from Seattle and run on to Roseburg.
<u>PORTLAND</u>	Drivers presently on the Portland-Medford run, or on the Portland - Seattle turn with freight originating in California will be redomiciled to Roseburg. Drivers remaining in Portland will continue to run Yakima, Wenatchee, and Umatilla turns. May be dispatched to Seattle with overflow freight or straight loads originating in Portland for the Seattle area.
<u>SEATTLE</u>	Run Wenatchee-Yakima and Vantage, turn. In case of emergency, holiday, etc., may run Portland on a turn/
<u>SPOKANE</u>	No change in present operation, except to run La Pine, Oregon, lay and return.

Redomicile positions in Roseburg will be offered to the line drivers presently in Portland in accordance with their Company line seniority.

The Company will pay the moving expenses for those drivers who elect to redomicile to Roseburg, in accordance with our present Teamster Union contracts.

Drivers refusing to exercise their seniority to redomicile will be placed on layoff, and will not be entitled to runaround or any other claims if drivers from other domiciles run through their terminal. It is the Company's contention that if these drivers should elect to exercise their seniority to redomicile on future job openings, that they will pay all expenses incurred by the move themselves.

All proposed runs and/or dispatches in this proposed change are subject to the availability of freight and cancellations due to Holiday shut-downs, weather, etc.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Ringsby System  
5-71-5909

Change of Operations Locals involved: 307, Casper, Wyoming  
961, Denver, Colorado

PRESENT OPERATION

Our California, Nevada and Utah freight to and from Minnesota, South Dakota, North Dakota and Casper, Wyoming presently moves over the Denver gateway for interchange.

PROPOSED CHANGE

The Company proposes to move this freight to Casper, Wyoming for interchange. We presently have men based in Rock Springs, Wyoming who run Salt Lake City turn or Laramie, Wyoming turn. We propose to run the Rock Springs men to Casper, Wyoming on a turnaround basis handling the freight to and from California for points in Minnesota, South Dakota, North Dakota, Casper, Wyoming, Northern Wyoming points and Montana points, in addition to their present operation.

Based on present volume it will require one additional driver added to the Rock Springs board. This position to be offered to the present drivers on the Denver layoff list or the men on the master layoff list, this to be determined by the Change of Operations Committee as well as the seniority of the redomiciled drivers.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Salt Creek Freightways, Inc.  
5-71-5910

Change of Operations	Locals involved:	190, Billings, Montana 307, Casper, Wyoming 961, Denver, Colorado
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1. PRESENT OPERATION: Denver to Lander and Riverton

One driver a day pulls the Lander-Riverton schedule from Denver to Casper where he takes his rest and returns to Denver, a one-way distance of 289 miles. Another driver pulls these same two trailers from Casper to Riverton-Lander and return on a turnaround, a distance of 290 miles.

PROPOSED OPERATION

Two Denver based driver through Rawlins to Lander, takes his rest and returns to Denver. One-way distance of 370 miles.

REASON

Savings of 130 round-trip miles, upgrading the arrival time of Lander freight from Denver by approximately four hours; will arrive approximately 7:00 a.m. rather than 11:00 a.m.

This will require two bid drivers in Denver, Colorado; run three trips one week and two the next; earnings of each driver will average 1850 miles a week.

2. PRESENT OPERATION: Denver to Gillette - Newcastle

Two drivers are based in Wheatland, Wyoming, which is approximately midway between Denver and Gillette. One driver leaves Wheatland approximately four hours prior to the load being ready in Denver and returns to Wheatland, a distance of 340 miles. Upon returning to Wheatland he calls his relief driver, causing a delay of two hours, and the relief driver pulls this same tractor and trailer unit from Wheatland to Gillette, returning through Newcastle and back to Wheatland, a distance of 420 miles.

PROPOSED OPERATION

Two Denver based driver to Gillette to Newcastle, takes his rest and returns to Denver. One-way distance northbound, 420 miles; one-way distance southbound 339 miles.

REASON

No savings in miles; upgrading the arrival time in Gillette by two hours a day and upgrading the arrival time in Newcastle by two hours a day. Tractor is based in company-owned shops.

This will require two bid drivers in Denver, Colorado; run three trips one week and two the next week. Earnings of each driver will average 1900 miles a week.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Salt Creek Freightways, Inc. (Continued from previous page)  
5-71-5910

3. PRESENT OPERATION: Denver to Sheridan, Wyoming

One driver a day pulls the Sheridan-Buffalo schedule from Denver to Casper where he takes his rest and returns to Denver, a one-way distance of 289 miles. Another driver pulls these same two trailers from Casper to Sheridan, Wyoming and returns via Gillette on a turnaround, a distance of 390 miles.

PROPOSED OPERATION

Two Denver based driver straight through Denver to Sheridan, takes his rest and returns to Denver, one-way distance of 432 miles.

REASON

Savings of round-trip miles, 104 miles; upgrading arrival time of Buffalo-Sheridan freight from Denver by approximately two hours; will arrive approximately 8:00 a.m., rather than 10:00 a.m.

This will require two bid drivers in Denver, Colorado; run three trips one week and two the next week. Earnings of each driver will average 2160 miles a week.

4. PRESENT OPERATION: Denver to Douglas and Wheatland

Approximate weight from Denver to Douglas of 250,000 pounds a month and approximate weight from Denver to Wheatland of 200,000 pounds of freight a month is being peddled off the back of a Casper nose-loaded set of trailers, during the night with no dock help available in either Wheatland or Douglas, resulting in delays into Douglas, Wyoming, some days as late as 1:00 p.m. This driver then proceeds on to Casper from Douglas, an overall distance of 289 miles.

PROPOSED OPERATION

One Denver based driver from Denver through Wheatland to Douglas with a set of trains and return to Denver on a turnaround, round-trip distance of 478 miles. The driver will drop a box in Wheatland, proceed on to Douglas and drop a box and return to Denver with no peddle enroute, effecting a nightly saving of approximately four hours a night in peddle time, plus 100 miles a day in distance traveled.

This will require one bid driver in Denver; 5 trips a week. Earnings of this driver will be approximately 2390 miles a week. One night a week, if driver is out of hours, this run will be run off the Denver extra board.

5. PRESENT OPERATION: Denver to Casper, Wyoming

We presently have two bid drivers a day from Denver to Casper where they take their rest and return to Denver, one-way distance of 289 miles. We also have five Casper based bid drivers three days a week and two Casper based bid drivers three days a week running from Casper to Denver where they take their rest and return to Casper.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Salt Creek Freightways, Inc. (Continued from previous page)  
5-71-5910

PROPOSED OPERATION

Four Denver based drivers to run Denver to Casper, take their rest and return to Denver, Monday, Wednesday and Friday; and four Denver based drivers to run Denver to Casper, take their rest and return to Denver, Tuesday, Thursday, Saturday and/or Sunday; one Denver based driver to run Denver to Casper, take his rest and return, Wednesday, Friday and Sunday.

REASON

Sixty-five percent of our system freight originates in Denver, Colorado; however, 86% of our drivers are home based in Casper. When a Casper based driver leaves Casper for Denver he might return to Casper in eight hours, or 14 hours, and if he is over 14 hours he is on lay time in Denver. The equipment pool in Denver would be greatly enhanced because the Denver based driver would normally return to Denver with his rest; whereas at the present time we have to delay Casper to Denver trailers as late as a noon dispatch out of Casper in order to avoid lay time in Denver. LTL and T/L freight southbound will arrive Denver at 8:00 a.m. or before so it can go on street. Denver based drivers will not have to be called until the loads are ready in Denver. This will also eliminate one automobile and one shag tractor, shagging drivers from the terminal to hotel facilities in downtown Denver. Will also eliminate present plans for drivers' dormitory in Denver.

This will require nine drivers from Denver to Casper, Wyoming.

We presently have four #961 drivers running Denver to Casper. We have two #961 drivers running Denver to Rock Springs. We have one #961 driver running Denver to Rawlins. We have one #961 driver running Denver to Cheyenne, a total of 8 #961 drivers.

Under this proposed change we would have nine drivers running to Casper; two drivers to Rock Springs; one driver to Rawlins; one driver to Cheyenne; two drivers to Gillette; two drivers to Sheridan; two drivers to Lander, a total of 19 drivers.

We further propose to have a #961 extra board of at least two drivers to take care of additional runs, vacations and other absences.

6. PRESENT OPERATION:

We presently have two drivers domiciled in Sheridan, Wyoming; one driver runs Sheridan to Casper and return, a distance of 304 miles. This run leaves Sheridan approximately 5:00 p.m., Monday through Friday, and arrives back in Sheridan approximately 1:00 a.m. The second Sheridan driver runs from Sheridan to Billings, Montana and return, a distance of 270 miles.

PROPOSED OPERATION

Redomicile one driver in Billings and one driver in Casper.

The Billings driver would run Billings to Sheridan and return and/or Billings to Hardin to Billings to Sheridan to Billings, a distance of 274 round trip miles and/or 370 miles.

(Continued on Following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Salt Creek Freightways, Inc. (Continued from previous page)  
5-71-5910

The Casper to Sheridan driver would run Casper to Gillette to Sheridan to Casper, a distance of 388 miles.

REASON

Both tractors are based where the freight originates, as no freight originates in Sheridan. When we have an extra load in Billings, such as meat or other perishable products, we will have the tractor in Billings to run Billings to Sheridan and return in time to run the night schedule Billings to Sheridan and return. This redomiciled driver would belong to Local 190 in Billings.

The Casper based driver would run Casper to Gillette to Sheridan and return through Buffalo and Kaycee, which would put the Gillette freight from Casper into Gillette during the night (a distance of 131 miles). At the present time, the Casper to Gillette freight arrives in Gillette with a Denver destination driver. A savings in miles of 196 daily.

7. PRESENT OPERATION: Casper to Billings, take rest and return to Casper

PROPOSED OPERATION

Casper to Billings, take rest and return from Billings to Sheridan to Buffalo to Gillette to Casper.

REASON

This will put our Billings to Gillette freight in Gillette, Wyoming at approximately 7:00 a.m., or approximately seven hours earlier than we are getting it at the present time because the Billings to Gillette freight now sits in Sheridan until the Casper to Sheridan to Gillette to Casper drivers gets to Sheridan and back to Gillette about 3:00 p.m.

8. Redomicile one #307 driver from Casper to Jackson, Wyoming.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Smith Transportation Company  
5-71-5911

Change of Locals involved: 186, Santa Barbara, California  
Operations 208, Los Angeles, California

Smith Transportation Company desires to make the following change of operation:

Transfer from the Oxnard Terminal to the Los Angeles Terminal all points and places in the area from Calabasas Westernly along U. S. 101 up to and including Camarillo, thence Northernly along State 34, thence Easternly along State 118 to the Los Angeles County Line

Employees in Oxnard effected by this change of operation shall be offered employment in Los Angeles, in compliance with Article 5, Section 5, B2 of the National Master Freight Agreement.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Yellow Freight System, Inc.  
5-71-5912

Change of                      Locals involved:                      224, Los Angeles, California  
Operations                      467, San Bernardino, California

The Company requests the Change of Operation between Los Angeles, California and Barstow, California. Our drivers are presently domiciled in Los Angeles running Barstow on a turn-around run.

We propose to move the drivers to Barstow and run from Barstow to Los Angeles, from Barstow to San Diego and any other terminal area points in the Los Angeles basin.

We propose that when additional terminals are built in the Los Angeles vicinity to run from Barstow to all other terminals in the Los Angeles basin and may drop and pick between any terminal and return to Barstow.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Yellow Freight System, Inc.  
5-71-5913

Change of Operations Locals involved: 431, Fresno, California  
467, San Bernardino, California

The Company requests the Change of Operation between Fresno, California and Barstow, California.

We presently handle Fresno freight on a through run or a turnaround run with drivers domiciled at Fresno running to Barstow.

We propose to redomicile the drivers to Barstow and run from Barstow to Fresno and return on a through run or a turnaround run as dictated by freight.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5914

Yellow Freight System, Inc.

Change of  
Operations

Locals involved:                   208, Los Angeles, California  
                                      467, San Bernardino, California  
                                      357, Los Angeles, California

Yellow Freight System expects to be granted permanent authority to Scott Transportation Company, San Bernardino, California within the next few weeks.

When this authority is granted, we expect to start daily pickup and delivery service in the San Bernardino, Pomona, Claremont, Montclair, Upland, Ontario, Redlands, Riverside, Colton and Valley areas with Local 467 members.

We intend to pick up and deliver west to a line running north and south with Kellogg Hill. This will disturb only one regular Local 208 run now in existence.

Due to the nature of this request, we ask that the respective Co-Secretaries consider this our formal request for Change of Operation and that it be filed so that it may be heard at the May, 1971 Joint Western Area Committee Meeting.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Western Gillette, Inc.  
5-71-5915

Change of Operations	Locals involved:	224, Los Angeles, California 467, San Bernardino, California 871, Pomona, California
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Pursuant to our meeting on March 30, 1971, with all parties concerned in the movement of freight between Desert Express, South Gate into the Victorville - Barstow Area, the present manner in which this is being accomplished, by routing the traffic through the Ontario terminal and an Ontario heavy-duty shag man taking it to El Cajon and breaking up a set of doubles and providing the Barstow driver with his traffic end of the Barstow area and then peddling to Victorville, and ultimately meeting again at the end of the day and bringing back the freight that was picked up in the Barstow area and then into South Gate, is not providing the service desired.

Desert Express, South Gate originates all the traffic into that area and they are requesting to run the traffic directly from South Gate to Barstow and then peddle Victorville out of that facility. This would be a true line operation from South Gate to Barstow.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5916

Western Truck Manpower, Inc.

Change of  
Operations

Local involved: 439, Stockton, California

Up until recently, Stokley-Van Camp, Lodi, for whom we supply Teamster drivers, has been operating three (3) sleeper cab teams into the Northwest. These sleeper cab teams have been running freight into the Northwest and bringing freight back into either Oakland and/or Lodi on a regular basis or on the basis of two (2) trips per team per week.

Because of a change in policy or a change in the requirements of the southbound freight, we are now proposing that we eliminate the three (3) sleeper cab teams and probably run one (1) trip per week to the Northwest, with a singleman roll and rest in lieu of the three (3) sleeper cab teams we ran in the past. We, or Stokely, can possibly generate one southbound load per week to enable us to continue with a one man operation on a one trip per week basis.

But, at the present time, there is a limited amount of southbound freight and therefore, economically, it is much more feasible for the Company to run their northbound freight with common carriers and discontinue the sleeper cab operation per se.

Therefore, at this time, the Company is requesting a change of operations to replace the three (3) sleeper cab teams with one (1) Over-The-Road roll and rest operation or truck.



COMMITTEE FOR LOCAL OPERATIONS



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-70-5231

Local 146, Colorado Springs, Colorado, and  
Rio Grande Motor Way, Inc.

P & D  
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay for March 4, 1970 when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. My bid starting time is 7:00 A.M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #111.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: M/m/s/and Deadlocked that the position of the Union be upheld.

(Note: Cases #5-70-5231 - 5232 - & 5233 were heard together)

Main Committee Decision: M/m/s/c/that the committee hold jurisdiction in these three cases pending the obtaining of the transcript in the cited precedent case, and that the Company be instructed to bring in the twenty percenters on the regular starting times without prejudicing this case.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-70-5232

Local 146, Colorado Springs, Colorado, and  
Rio Grande Motor Way, Inc.

P & D  
Dispute

Richard H. Polage states: On February 26, 27, and March 5th, Bob Graham was asked by Bob Harbeke to come to work at 4:30 A.M. On February 26th, 6:00 A.M. on February 27th, and 5:00 A.M. on March 5th. These are not regular shifts and would be considered premium times. I am time slipping for this time - 2 1/2 hours on February 26th, 1 hour on February 27th and 2 hours on March 5th at time and one-half.

Bob Graham is a 20 percenter. My starting time is 7:00 A.M.

Case #114.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-70-5233

Local 146, Colorado Springs, Colorado, and  
Rio Grande Motor Way, Inc.

P & D  
Dispute

Richard Polage states: I am claiming 2 hours premium pay for March 6, 1970 and 2 hours premium pay for March 10th, when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. Also claiming 2 hours premium for March 18th when Robert Graham was called in ahead of me. My bid starting time is 7:00 A.M. and there is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

Case #115.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 8, 1970.

May, 1970 JWAC Action: The decision in Case #5-70-5231 applies.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-70-5407

Local 150, Sacramento, California, and  
California Motor Express

P & D  
Dispute

The Union was protesting the bid position of a 3:00 a.m. bobtail, and a 3:00 a.m. tractor driver. They stated that it was their opinion that the bid had been abused because the drivers were used as dock men for the first four hours of their shift.

It was the position of the Company that bids read "dock/bobtail driver" and "dock/tractor". It was their position that six or eight people were needed in the early hours of the morning to unload freight and load the city equipment.

Case #CV-10-2832.

JSC Motion: That the Company revert back to the 1969 bid in accordance with the Union request.

Deadlocked California Valley JSC March 25, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
11-70-5559

Local 45, Great Falls, Montana, and  
Consolidated Freightways, Inc.

P & D  
Dispute

Union stated that the case involved Casual Employees; this Employer has a furniture warehouse and a freight warehouse, and casuals are required to work at the furniture warehouse as well as the freight warehouse, and it is the freight employees' position that the casuals used for the furniture warehouse should be included, as freight employees to determine who are the 85% employees and who are the 15% employees. Consequently, the claim for Ecklund is for eight hours at time and a half for June 24 which he contends he is entitled to.

Employer stated that the use of casual's is necessary to conduct their business. This is especially true in the moving van business. 70% of the work is done in the summer time and the casuals are worked only in accordance with the contract. The casuals work schedule for the week in question was furnished by the Employer and is as follows:

On June 22, 4 casuals were worked to replace 4 regular employees (3 casuals on vacation and one sick)

On June 23, 6 casuals were worked, three of them replaced regular employees on vacation.

On June 24, no casuals worked.

On June 25, three casuals worked to replace three regular employees on vacation.

On June 26, four employees worked, three of which were used to replace regular employees on vacation.

Case #M-1065.

JSC Motion: That the claim of the Union be denied.

Deadlocked Montana JSC August 28, 1970.

November, 1970, JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
11-70-5665

Local 386, Modesto, California, and  
Delta Lines

P & D  
Dispute

Union requests two more bid jobs on 4:00 a.m. shift.

Case #CV-100-3204.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Valley JSC October 27, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 235, Orange, California, and  
2-71-5749 Consolidated Freightways - Cartage & Container Division

P & D Case #SC-11-(9)-70-7164: This involves Gary L. Neiger. We  
Dispute feel the layoff status to be unjust.

Case #SC-11-(9)-70-7165: This involves W.G. Murphy. We feel  
the layoff status to be unjust.

Case #SC-11-(9)-70-7166: This involves Carl Probyn. We feel  
the layoff status to be unjust.

Case #SC-11-(10)-70-7452: This involves G.M. Cavin. Request  
8 hours pay and all fringe benefits.

Case #SC-11-(10)-70-7453: This involves G. M. Cavin. Pay  
for minimum of 8 hours per day is requested until Malt St.  
facility is closed or he is reinstated from layoff.

Case #SC-11-(10)-70-7457: This involves Dwayne L. Johnson.  
Requesting 8 hours pay for Sept. 2/70.

Case #SC-11-70-7484: This involves Bud Morefoot. When he  
reported to company, they refused to put him to work.

Cases - As above.

JSC Motion: That based on the facts presented, the claim of  
the Union be upheld.

Deadlocked Southern California JSC January 11, 1971.

February, 1971 JWAC Action: M/m/s/c/ that this case be  
referred back to the parties for possible settlement and the  
committee retain jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5917

Local 17, Denver, Colorado, and  
Burlington Truck Lines, Inc.

P & D  
Dispute

Lester Pettera is filing for 2 hours pay at time and one-half,  
the rate for heavy-duty. Claim is for \$14.61.

Case #94.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5918 I. M. L. Freight, Inc.

P & D Emmett James was not allowed to work February 15th, Wash-  
Dispute ington's Birthday. Men with less seniority were worked on the  
dock, as well as on the street. Pay claim is for \$57.84.

Case #90.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5919 I. M. L. Freight, Inc.

P & D Ralph Anderson states: On February 15, 1971, Washington's  
Dispute Birthday, I signed up to work but was not allowed to work.  
Men who had less seniority than I worked on the dock, as  
well as the street. I am bid Tuesday thru Saturday.

Case #123.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5920 I. M. L. Freight, Inc.

P & D Albert Palm states: I called in to work and told Hank that I  
Dispute would be late. He said okay. I was 4 hours late to work and  
punched in on the time clock. Ken Deem told me that I could  
not work out the rest of the shift.

Case #138.

JSC Motion: None given.

Deadlocked Colorado-Wyoming April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5921 Ringsby United

P & D William Ashmore states: On January 25, 1971, working off my  
Dispute master bid 8 hours for this one day; my bid was Monday thru  
Friday, now it is Tuesday thru Saturday.

Case #22.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-71-5922 Ringsby United

P & D D. Bening states: My master bid shift at United-Buckingham  
Dispute was 8:00 to 4:30 p.m., now my time at Ringsby is 3:00 p.m.  
to 11:30 p.m. Filing for 7 hours, a day at time and one-half  
for five days this week.

Case #32.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5923

Local 17, Denver, Colorado, and  
Ringsby United

P & D  
Dispute

Charles Brumitt, Jr. states: I am a bid 8:00 a.m. to 4:30 p.m. checker-dockman. On January 25, 26, 27, 28, 29, 1971, the Company brought me in at 3:00 a.m. which is five hours before my bid starting time. I feel I am entitled to overtime pay for these hours.

Case #33.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5924 Ringsby United

P & D William S. Ashmore states: I am requesting half time for  
Dispute Saturdays, January 9, 16, 23, 30, 1971 because I am working  
off my master bid.

Case #42.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5925

Local 17, Denver, Colorado, and  
Ringsby United

P & D  
Dispute

William S. Ashmore - working off my master bid. My bid is  
Monday thru Friday. Now it is Tuesday thru Friday.

Case #43.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-71-5926 Ringsby United

P & D George Walker states: On January 11, 1971, I was ordered  
Dispute to come to work at 3:00 a.m. to 11:30 a.m. instead of 9:00 a.m.  
to 5:30 p.m., that is my bid on the master bid list as a heavy-  
duty driver.

I am entitled to 6 hours overtime and 2 hours straight time for  
each day ordered to work before my regular starting time.

Case #45.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5927

Local 17, Denver, Colorado, and  
Ringsby United

P & D  
Dispute

Local 17 is filing for and on behalf of the United-Buckingham men who were denied work Monday, January 11, 1971. Due to the merger between Ringsby and United-Buckingham, Ray Hofferber, Art Hesser, George Harneke, Martin Beseinberger, John Dickenson, Jim Swartou, R. L. Scott and Charles Waller who were denied.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-71-5928 Ringsby United

P & D Lige Lewis states: I am filing on behalf of myself and Ed Franks  
Dispute when the company merged the truck line together they have refused  
to honor our seniority by allowing us to exercise our right to  
bump in on the hostler addendum and we are filing for every day  
that the company refuses this.

Case #55.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-71-5929 Ringsby United

P & D Arthur Hesser claiming hours at time and one-half. Master  
Dispute bid heavy-duty man thru Friday. I am not Tuesday thru Saturday.

The settlement of this case will determine the settlement of  
the following Colorado-Wyoming Committee Cases No. 42, 43,  
44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 57, 58, 59, 60, 61, 62,  
63, 64, 65, 66, 67, and 69, all heard on February 3, 1971.

Case #56.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
5-71-5930 Ringsby United

P & D Ed Frank states: When I was called back to work after my  
Dispute layoff I found there was a man working in the yard with less  
time.

Case #128.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5931

Local 45, Great Falls, Montana, and  
Consolidated Freightways

P & D  
Dispute

Union position is that the Company owes Zumbusch 8 hours at the regular hourly scale because they did not call him for the eight A.M. shift. It is further the Union's position that while the men on the 15% bid agreed to the provision of calling in you still cannot make a new man agree to something he did not have a part of.

Employer position is that Zumbusch worked on Monday and the sheet for Tuesday assignments was posted before he left on Monday. Employer also states that Zumbusch insists that he be called because he is a 15% employee even though all other 15% employees agreed that the employees would call the Company for work assignments.

Case #M-1118.

JSC Motion: That in Case M-1118 the Union position be upheld.

Deadlocked Montana JSC (no date of action given).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-71-5932 McCracken Brothers Motor Freight

P & D Local 81 is in dispute with the Company due to their using a  
Dispute Local 255 man to do local pickup and delivery work when  
Local 81 had a man laid off.

The Union contends that Mr. DiVono was laid off December 8, 1970 by the Company and on January 5/71, Frank Filzco a Local 255 man picked up freight at Universal Car Loading and never called Mr. DiVono to do the work. The Company has never in the past worked a Local 255 man doing Local 81's work while they had a man on layoff. The Union is asking that this cease and desist.

The Company contends that due to a situation that arose years ago the Company and Union made an agreement that at times when a Local 81 man was not available the Company could use a Local 255 man to do the work and this was due to the size of the Company. When the Company laid off Mr. DiVono he was told that it would only be for a short time. Since January 2/71, the Company tried repeatedly to reach Mr. DiVono but were unsuccessful in doing so. The man was also not qualified to drive a semi and would not have been requested to do so by the Company.

Case #1974.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC March 2, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5933

Local 81, Portland, Oregon, and  
Pacific Intermountain Express

P & D  
Dispute

Local 81 is in dispute with the Company due to a junior man  
working on February 27, 1971 when senior men available.

P.I.E. posted a weekend work list for Sunday, February 28/71,  
they did not post a weekend work list for Saturday, but did work  
two junior men on that Saturday. The Union is asking for 8 hours  
at time and one-half for the two senior men who were not worked -  
Donald Edy and Louis Hamilton.

The Union contends that when a list is posted for Sunday work  
and men sign on to work Sunday, however, when Saturday work  
is available, a list should be posted to allow the men to work on  
that day in proper seniority order. Some employees who would  
not work Sunday would work on Saturday had they had an opportunity  
to sign up for such work.

The Company's weekend work rules have been in effect for the  
past year which is they only work those men who sign on for  
weekend work, in order to avoid calling the entire seniority  
list.

Case # 1949.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-71-5934 T.I.M.E., DC. Inc.

P & D Local 81 is in dispute with the Company over their refusing  
Dispute to furnish rain boots to yardmen and hostlers.

The Union contends that Article 58, Section 2, of the Western States Area Pickup and Delivery Local Cartage and Dock Workers Supplemental Agreement states that whatever is necessary gear for the job. The Union feels that this means coats, hats, pants, boots, etc. because the men need these for work and there is a provision for this in the contract.

The Company contends that Article 58, Section 2, does not state that the men get what they want. In the Automotive Supplement it does state rain gear and brakes it down to hats, coats, rubber boots, etc. and if that was to be in this case then it should have been spelled out in the contract.

Case #1891.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
5-71-5935 Trans Western Express

P & D Local 81 is in dispute with the Company over their refusing  
Dispute to pay 8 hours guarantee to Emil Smolich on January 8/71  
when he reported to work and punched in.

The Union is asking for 8 hours guarantee according to Article 50 , Section 12, for Emil Smolich who punched in with the Company on January 8/71, and after working two hours and 45 minutes was called into the dispatch office and fired. The Union feels according to the contract the man has the claim coming.

The Company contends the man is not entitled to the 8 hour guarantee because after two hours and 45 minutes he was no longer an employee with the Company because he was terminated. Only an employee of the Company is entitled to the 8 hour guarantee.

Case #1871.

JSC Motion: That the **Union's** position be denied.

Deadlocked Oregon JSC - no date of action given.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 154, Seattle, Washington, and  
5-71-5936 T.I.M.E., D.C., Inc.

Office Darlene E. Grant was laid off on January 15, 1971 out of  
Interpretation sequence of seniority. She is protesting her layoff and  
requesting that she be compensated in the amount that was  
earned by the employee who was worked in her stead.

Case #3116 (U).

JSC Motion: That this matter is referred for interpretation  
to the JWAC for final decision and the Employer asks that the  
committee be convened on 72 hours notice hereby given in  
accordance with the provisions of Article 45, Section 1 (d)  
of the Western States Area Office Supplemental Agreement.  
Motion Carried.

Oregon JSC date of action - February 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 186, Santa Barbara, California, and  
5-71-5937 Smith Transportation

P & D Local 186 is protesting the annual Pickup and Delivery Bid  
Dispute sheet of Smith Transportation, Oxnard terminal, where a  
combination short line and pickup and delivery position is bid.

We are requesting a day's pay for those short line drivers  
on layoff while the Company continues this practice.

Case #SC-3-1-8209.

JSC Motion: That based on Article 40, Section 2 of the  
Pickup and Delivery Supplemental Agreement, the bid is  
proper and the claim of the Union be denied.

Deadlocked Southern California JSC April 6, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5938

Local 208, Los Angeles, California, and  
Krown Transportation Company

P & D  
Dispute

Seniority violation: Paul Ruery claims all monies due him when the Company worked junior men in his stead on approximately January 18, 26, 27, 28, 29, 1971, and February 12, 1971.

Case #SC-3-1-8085.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC March 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
5-71-5939 Santa Fe Trail Transportation Co.

P & D Seniority violation: Earl Brogdon claims all monies due  
Dispute him when the Company worked a junior man (Turner) in  
his stead on February 13, 1971.

Case #SC-3-1-8106.

JSC Motion: That based on the facts presented, the claim  
of the Union be allowed.

Deadlocked Southern California JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5940

Local 208, Los Angeles, California, and  
T.I.M.E., D.C., Inc.

P & D  
Dispute

Due to the Company's failure to properly notify Tony Espinosa  
of a layoff on January 7, 1971, he is claiming one day's pay.

Case #SC-3-1-8112.

JSC Motion: That based on the facts presented the claim of  
the Union be denied.

Deadlocked Southern California JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5941

Local 208, Los Angeles, California, and  
Wescartage Co., Inc.

P & D  
Dispute

For and on behalf of: Edward Nash.

There has always been a rule that whenever there is any freight in a bidden run, the man who bids that run, delivered that freight. We ask the Company to continue this practice.

Case #SC-3-(1)-1-7846.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and  
5-71-5942 Consolidated Freightways

P & D  
Dispute

On Monday, April 20, 1970, the Company worked several 20% employees on a shift beginning at 10:00 , at which time the Company had no bid employees starting. Several senior employees with a bid start time of 16:00 on that day are claiming 6 hours at time and one-half, contending that they should have been called in for the earlier start time.

Although conceding that the Company could utilize casuals at any time when regulars were working, the Union contends that 20% employees may only be started at start times where bid employees are started, and that the Company had previously abolished its regular 10:00 start time.

The Company contends that it has historically utilized a 10:00 start time and that because of unauthorized work stoppage elsewhere in its system, with resulting disruption of its business, it had been required to re-schedule its bid employees the week before to start times other than the 10:00 start time. The Company points out however, that it used the 10:00 start time on April 15th, 16th, and 17th the previous week.

Case #1763 (May 70-18)

JSC Motion: That the claim of the Union be denied.

Deadlocked Utah-Idaho JSC July 22-23, 1970.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
5-71-5943

Local 222, Salt Lake City, Utah, and  
Pacific Intermountain Express

P & D  
Dispute

Don K. Baker is a Salt Lake terminal employee with a bid Tuesday-Saturday shift. The Company posted Washington's Birthday, Monday, February 15th for bid by seniority and Baker successfully bid the day, for which he was paid straight time.

The Union contends that he is entitled to time and one-half since Monday is a premium day for bid Tuesday-Saturday men.

The Company contends that since Baker utilized his seniority to bid the holiday, he takes it on the same basis that other employees would take it, that is, a straight time day under the contract and that the work week provisions are not applicable to this situation.

Case #1949 (Mar. 71-27).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Utah-Idaho JSC March 25, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5944

Local 313, Tacoma, Washington, and  
United-Buckingham Freight Lines

P & D  
Dispute

Workaround for Robin Rathbun who was laid off for lack of work. Line driver worked in Tacoma area ( P & D). Claim 8 hours pay for February 3rd. Drivers name - John Van Zee out of Littleton, Colorado, driving Kenworthy Tractor #463 - Flatbed Trailer #394 - Load of general hardwood for Minnesota.

Case Number - None given.

JSC Motion: That the equipment involved is heavy duty equipment.

Note: This decision by agreement will apply to Cases #3121 and 3122, and a case yet to be filed by the Union.

Deadlocked Washington JSC February 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5945

Local 357, Los Angeles, California, and  
East Texas Motor Freight

P & D  
Dispute

For and on behalf of: Wenceslao Sanchez, Jr.

"I was under the doctor's care since April 3, 1970. I worked on April 3, 1970. On April 6/70, I called the Company that I was sick, my wife also called a few times. I discussed taking my vacation with Emil Zwiezen on April 17/70 after finding that surgery was needed and he accepted and they gave me my vacation check. Now the Company sends me on another vacation when I already took it. I am asking for all monies due me for every day the Company allowed me to stay off work without pay."

Case #SC-4-1-8335 .

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5946

Local 357, Los Angeles, California, and  
I. M. L. Freight Lines

P & D  
Dispute

For and on behalf of: Sam Osher.

On Saturday, February 27, 1971, drivers Charles Dodson and Robert Ballesteros were dispatched to Overland Terminal Warehouse for the purpose of loading two 40-ft. trailers. These two drivers helped each other in loading both trailers. Peterson was at the Overland Warehouse and took the drivers to lunch so he is aware of the violation. I was advised of the two men helping each other and when I arrived at Overland Warehouse at 1:30 P.M. I saw both men hard at work on the one trailer. I then contacted Mr. Peterson who told me to file a grievance.

I am claiming 10 3/4 hours in the amount of \$80.12.

Case #SC-4-1-8344.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
5-71-5947 Imperial Truck Lines

P & D  
Dispute

CASE #SC-4-1-8345: For and on behalf of: David Smith.

Violation dates: January 25, 26, and 27, 1971. Imperial Truck Lines contends that when we had the general bids no man wanted a 3:00 P.M. starting time that was not bid on. So they assigned a man from the 20% category on it. He was on a leave of absence and at no time did he work this shift. When he resigned January 15, 1971, it constituted an open shift, so they say, and could bring in a man without violating the contract. They brought in Sid Torres on 1/25/71, 1/26/71 and 1/27/71 ahead of David Smith. I am hereby claiming 3 hours in the amount of \$22.41.

CASE #SC-4-1-8346: For and on behalf of: Serifan Torres.

On January 25, 26, and 27, 1971, the Company instructed me to come in to work one hour early each day before my regular bid starting time. My instructions were to report to work at 3:00 P.M. My regular bid starting time on the new bids is 4:00 P.M. therefore I claim one hour at time and one-half, plus my 8 hour guarantee for January 25, 26, and 27, 1971 in the amount of \$22.41.

AMENDED: 8 hour guarantee was paid.

Cases #SC-4-1-8345 and 8346.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5948

Local 357, Los Angeles, California, and  
Lee Way Motor

P & D  
Dispute

For and on behalf of: R. D. Cota, G. Wilks, C.J. Valverde,  
J. F. Ayres, K. C. Wrobel, R. D. Boqusa, R. M. Meraz and  
S. C. Perez.

We are filing this grievance against Lee Way Motor for the  
following reasons:

Reference to week ending November 27, 1970. On November 23,  
1970, the company called to work a man on layoff for the 12:01  
A.M. /8:30 shift. Then again on the 23rd of November they  
worked from 6:00 P.M. to 2:30 A.M., then again on November  
24/70 working from 6:00 P.M. to 2:30 A.M. This was a total  
of 24 working hours, plus 16 of holiday pay for November 26/70  
and November 27/70. A total of five days. Then the Company  
called a junior man in on Wednesday, November 25/70 to work  
from 6:00 P.M. to 2:30 A.M., thus making his 6th day for one  
week. He also punched out at 6:00 A.M. on the 26th.

We would like to point out that these junior men were on layoff  
at this time. We were available for work and were not called in.  
We feel we are entitled to the hours worked by junior men,  
according to Article 50, Section 10, and Article 59, Section 3.

These men had a 24 hour guarantee on a two holiday week by  
Tuesday, November 24, 1970. They came in and worked on  
the 25th of November. This gave them 32 hours, plus their  
two day holidays.

Case #SC-1-1-7866.

JSC Motion: That based on the facts presented, the claim of  
the Union be allowed.

Deadlocked Southern California JSC March 1, 1971.

(Note: Claim amended to delete Meraz and Wilks).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5949

Local 357, Los Angeles,

P & D  
Dispute

For and on behalf of: Ron Lash, Jack Arballo and Donald  
DuPuy.

On February 15/71, (Washington's Birthday), we were asked by our supervisor, Jim Boyle, if we wanted to sign my timecard for just 4 hours because there was nothing for us to do, so we did so. Our Steward informed us that same day they (the company) used some Local 208 men to unload their trailers and moved their freight across the dock.

We claim 4 hours pay for having Local 208 men working the dock. This with some Local 357 men laid off since November, 1970 .

Case #SC-4-1-8348.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5950

Local 357, Los Angeles, California, and  
Pacific Intermountain Express

P & D  
Dispute

For and on behalf of: Warren Singleton.

On February 1, 1971, I reported for work at 1700 hours. I was allowed to clock in and work for one hour and then was informed that I had to clock out and could not work until I had changed my shoes. I had worn a pair of tennis shoes. On this night there was no possible way to return home or change my shoes. On a similar occasion, on November 11, 1970, I wore tennis shoes to work and had been on the clock one and one-half hours and was allowed to work the entire shift. I am requesting 7 hours pay in the amount of \$35.37 1/2.

Case #SC-4-1-8350.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
5-71-5951 Pacific Motor Trucking

P & D  
Dispute

CASE #SC-2-1-7948: For and on behalf of: Michael Chase.

On Monday, November 30, 1970, I went to work, while working my Supervisor told me I had to take my vacation and he did not want to see me until the following Tuesday which would be December 8/70. My vacation started on November 30/70 which I was already working. I was informed after we came back to work from the walkout that we would not have to take a vacation unless we wanted to. I informed my Company that I did not want to take a vacation this year. My Supervisor stated I did not have any choice. I consider this a layoff, not a vacation, because they did not inform me ahead of time to make preparations with my family and also financially. So I am requesting to get paid from December 1, 1970 to December 12, 1970 in the amount of \$184.55.

CASE #SC-2-1-7949: For and on behalf of: Jess Gomez, Jr.

I went to work on Monday, November 30/70. I was working when Mr. Woodbury came up to me and asked me if I was supposed to be on vacation. I told him that if he remembered I was not taking my vacation; that I had told them in the office about three months ago. Then he told me that I had to take it, to report to work next Tuesday. I cannot see why I should take my vacation when they did not even give me any notice. This is more like a layoff, no money, no time to make plans. I am requesting to get paid from December 1/70 to December 7/70 in the amount of \$184.55.

Cases No. SC-2-1-7948 and 7949.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC March 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
5-71-5952 Santa Fe Trail Transportation Co.

Office For and on behalf of Local 357 members:  
Dispute

On January 5, 1971, the Company bid their annual bids. The position of routing and blocking was deleted from the bids. Santa Fe Trail Transportation Company took over complete operation of freight dock. The routing and blocking classification of work was being performed by a bargaining unit member of the railway clerks Union. We request this position be posted for bid for Local 357.

Case #SC-2-1-7954.

JSC Motion: That based on the facts presented, the bill blocking work being performed in the evening rightfully belongs to Local 357 and Santa Fe is instructed to post a bid "Checker-Loader/Bill-Blocker."

Deadlocked Southern California JSC March 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5953

Local 357, Los Angeles, California, and  
Transcon Lines

P & D  
Dispute

For and on behalf of: R. P. Freeny.

On December 24, 1970, there were two bids - two positions to be bidden, hostler and checker loader. I bid hostler and Frankie Chorich bid checker loader, these two bid positions were cancelled, but a swamper's position came up which there was no bid. Frankie was called to swamp and finish the job he and I were doing on the 23rd. I have done this work before and I am fully qualified to do this work. I have more seniority than Frankie and was not called. This work was done away from Transcon's dock at the harbor. I am requesting 8 hours in the amount of \$37.68.

Case #SC-2-1-7960.

JSC Motion: That based on the facts presented, the claim of the Union be upheld.

Deadlocked Southern California JSC March 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 396, Los Angeles, California, and  
5-71-5954 Atlantic Transfer

P & D  
Dispute

CASE #SC-1-1-7907: Local 396 on behalf of Howard H. Lawson is protesting Article 50, Section 10, and Article 52, Section 3, of the Pickup and Delivery Contract, and Article 6, Section 1 and Article 32, Section 1, of the National Master Freight Agreement.

"On November 12, 1970, a layoff notice was given to me to become effective November 16/70. I request to be compensated for the 16th, 17th, 18th, 21st, 22nd, 23rd, 24th and 25th due to these days being regular work days. Also paid for the 26th and 27th of November due to these days being holidays. During the time of this layoff, Atlantic Transfer used approximately 20 lease drivers who performed various phases of loading and unloading trucks at Atlantic Transfer.

CASE #SC-1-1-7908: Local 396 on behalf of William A. Davidson is protesting Article 6, Section 1, and Article 32, Section 1, of the National Master Agreement and Article 50, Section 10, and Article 52, Section 3, of the Pickup and Delivery Contract.

"On November 12, 1970, I was given a layoff notice to become effective on November 16, 1970. I request to be compensated for the days noted - November 18th, 19th, 20th, 21st, 22nd, 25th, 28th and 29th, due to these days being regular work days. Also paid for the 26th and 27th as these days are holidays according to our contract.

During the above-mentioned dates Atlantic Transfer utilized lease drivers to load and unload trucks at Atlantic Transfer dock. There are approximately 20 lease drivers employed there."

Cases No. SC-1-1-7907 and 7908.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC March 2, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 396, Los Angeles, California, and  
5-71-5955 Reliable Delivery Service

P & D Local 396 on behalf of Warren A. Maryland protests  
Dispute seniority violation.

"I was laid off on January 27, 1971 and a junior man was working from the 29th of January thru the 12th of February. Being senior to this man and qualified, I feel that I should have had this job opportunity. Common seniority board at Reliable and this was a definite violation.

I request to be compensated for the time that Richard B. Fetzner worked while I was on layoff."

Case #SC-3-1-8159.

JSC Motion: That based on the facts presented, the claim of the Union be allowed.

Deadlocked Southern California JSC March 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 439, Stockton, California, and  
5-71-5956 Delta Lines

P & D Union claims 8 hours pay when non-bargaining employees  
Dispute performed work on February 22, 1971.

Union claims the dock was not covered on this day when  
non-bargaining people were working unloading trucks. Interline  
carriers are in and out all day.

Company claims they do not have a full-time dock employee  
and when the driver was out on the truck, an Interline carrier  
came in and was unloaded. Company has now instructed  
Interline carriers to come in the morning.

Case #CV-3387.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Valley JSC March 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 448, Missoula, Montana, and  
5-71-5957 Garrett Freightlines, Inc .

P & D Case #M-1103: Company refuses to pay P & D employee  
Dispute Chatfield heavy duty scale for driving highway equipment when  
used in Missoula to deliver freight on November 30, 1970,  
December 2, 1970, December 3, 1970 and December 4, 1970.

Case #M-1083: Employer refuses to pay heavy duty pay to  
P & D employee Merlin Smith.

Cases No. M-1083 and M-1103.

JSC Motion: That the Union position be upheld.

Deadlocked Montana JSC February 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 492, Albuquerque, New Mexico, and  
Santa Fe Trail Transportation Co.

P & D CASE #JSC-284: Money claim on behalf of Donald E.  
Dispute Jefferson, November 16 and 17, 1970.

CASE #JSC-288: Money claim on behalf of Jerry Jewell -  
December 21, 1970.

Don Orozco for the Union, claimed that piggyback work was subcontracted when Mr. Jefferson was available at 8:00 a.m. Mr. Glenn Jones contended that a subcontractor should be considered as a casual employee and work should be offered to unassigned employees.

Mr. Gerry Horton for the Company, stated that JWAC Cases #2-3-646 and #2-5-1727 decisions approve the use of cartage companies.

Mr. Jefferson was not a heavy duty driver; he worked his regular 12:30 p.m. starting time schedule.

Cases #284 and 288.

JSC Motion: That the claim of the Union be paid.

Deadlocked Arizona-New Mexico JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5959

Local 690, Spokane, Washington, and  
Northern Pacific Transport

P & D  
Dispute

Claiming 8 hours pay at the regular rate for Louis Weeks,  
regular employee, who was not worked on February 5, 1971  
and the company had persons other than bargaining unit  
personnel doing pickup and delivery work in the City of Spokane.

Case #3145 (U).

JSC Motion: That the claim of the Union be allowed.

Deadlocked Washington JSC March 17, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 692, Long Beach, California, and  
5-71-5960 Griley Security Freight Lines

P & D  
Dispute

John R. Chavez was laid off on Monday night, 11/16/70, after his regular shift, not to report to work until further notice. On the evening of Monday, 11/23/70, Milan Foltz called him home and told him to report at his bid starting time on Tuesday, 11/24/70. Upon arrival at Long Beach yard, he found that junior men had been called in to work on Friday, November 20, 1970. He talked to Milan Foltz and he said he called him home on Friday, 11/20/70 at approximately 9:00 A.M. Mr. Chavez was home all day Friday, 11/20/70 and he did not receive a phone call from anyone at Griley Security Freight Lines.

We are requesting that Mr. Chavez be compensated for the time rightfully due him.

Case #SC-3-(1)-1-7795.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked Southern California JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Long Beach, California, and  
5-71-5961 Signal Trucking Service

Office Local 692 takes the position that our member, Evelyn Markley,  
Dispute has seniority in the Proctor and Gamble Division of Signal  
Trucking. We are therefore protesting the Company attempting  
to force Mrs. Markley to work on work other than Proctor and  
Gamble Division work. We ask the committee to instruct Signal  
Trucking that Mrs. Markley is in the Proctor & Gamble Division.

Case #SC-3-1-8243.

JSC Motion: That based on the facts presented, the claim of  
the Union be allowed.

Deadlocked Southern California JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
5-71-5962 Silver Eagle Company

P & D Company takes the position they can start their Local pickup  
Dispute and delivery and dock help at any place of their choice.

We claim due to the fact that their terminal is 22 miles from  
Seattle that drivers or helpers should be compensated from  
that point.

Case #3115 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC February 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-5963

Local 856, San Francisco, California, and  
Marathon Delivery Service

Office  
Dispute

Seniority dispute. Lupe Salazar commenced work for the company March 15, 1963. On June 2, 1970, she joined the Union. The Company gave her a seniority date of June 2, 1970. The company had paid all fringe benefits in accordance with the agreement for a number of years.

Case #2-71-CB-3790.

JSC Motion: That Lupe Salazar's seniority date for all purposes is established as March 15, 1963.

Deadlocked California Bay JSC February 16, 1971.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- |                     |       |  |
|---------------------|-------|--|
| Case #<br>5-71-5964 | L-902 | <u>CECIL BAKER</u> , member of Local 186, Santa Barbara, California. Employee of Griley Security Freight Lines. Request is for a period of 85 days, effective January 5, 1971, for the purpose of soliciting freight sales in the Oxnard area for the company. The company agrees to pay all fringe benefits during this period. |
|                     | L-903 | <u>RALPH W. SMITH</u> , member of Local 692, Long Beach, California. Employee of City Transfer, Inc. Request is for a period of 90 days, effective February 1, 1971, for the purpose of trying out for Supervisory position.   |
|                     | L-904 | <u>FRED FRANCISCO</u> , member of Local 235, Orange, Calif. Employee of Hobbs Trucking Co. Request is for a period of 90 days, effective February 20, 1971, for the purpose of going into dispatching.   |
|                     | L-905 | <u>TEMPLE R. WEBB</u> , member of Local 17, Denver, Colorado. Employee of T.I.M.E., DC., Inc. Request is for a period of 90 days, effective January 11, 1971, for the purpose of working in Local 17.<br>NOTE: Previous leave (90 days) granted Sept. 28/70 - See L-888 - #2-71-5768.  |
|                     | L-906 | <u>ELMER CARSON</u> , member of Local 17, Denver, Colorado. Employee of Pacific Intermountain Express. Request is for a period of 12 days, effective February 1, 1971, for the purpose of doing dock foreman duties.   |
|                     | L-907 | <u>BURCH PINKERTON</u> , member of Local 17, Denver, Colorado. Employee of Santa Fe Trails Transportation Co. Request is for a period of 90 days, effective January 11, 1971, for the purpose of working in Local 17.  |
|                     | L-908 | <u>CARL E. HOLT</u> , member of Local 104, Phoenix, Arizona. Employee of Yellow Freight System. Request is for a period of 30 days, effective February 10, 1971, for the purpose of taking position outside the bargaining unit with company.  |
|                     | L-909 | <u>JAMES VOLLENDORFF</u> , member of Local 741, Seattle, Wash. Employee of Silver Eagle Company. Request is for a period of 60 days, effective April 1, 1971, for the purpose of taking salaried position with company.  |
|                     | L-910 | <u>LUCILLE A. ALBANO</u> , member of Local 357, Los Angeles, California. Employee of T.I.M.E., DC., Inc. Request is for a period of 90 days, effective March 29, 1971, for the purpose of accepting exempt position (confidential secretary) with the company.   |
|                     | L-911 | <u>HARVEY MACKEY</u> , member of Local 208, Los Angeles, Calif. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.  |

(Continued on Following Page)



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # 5-71-5964	L-912	<u>ANGELO ANZALONE</u> , member of Local 208, Los Angeles, California. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.
	L-913	<u>WALTER SCHMIDT, JR.</u> , member of Local 208, Los Angeles, California. Employee of Union Terminal Warehouse, Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.
	L-914	<u>PAUL A. STOVER</u> , member of Local 208, Los Angeles, Calif. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.
	L-915	<u>HAROLD COOK</u> , member of Local 208, Los Angeles, Calif. Employee of Burton Truck & Transfer Company. Request is for a period of 90 days, effective April 7, 1971, for the purpose of dispatching intermittently as needed.



MAIN COMMITTEE



\* DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \*

Case # Local 255, Portland, Oregon, and  
8-9-4732 Consolidated Freightways

Automotive  
Dispute

Local 255 is in dispute with Consolidated Freightways over a change of hours for shift premium pay for the Parts Room Employees.

The Union contends that until January 31, 1969, the Company paid the Parts Room Employees the premium pay for the morning shift from 7:00 A.M., and at this time discontinued this practice and started paying the employees from 8:00 A.M. - That the shift starting at 4:00 P.M. had been paid the premium rate starting at 4:00 P.M., and now the employees are being paid from 6:00 P.M.

The Union feels this is past practice, and the Company is in violation of the Maintenance of Standards provision of the contract. - That the Company is contending the premium pay was discontinued because of a 1968 JWC case #8-8-3995 but that this case pertained to the amount of money to be paid, not hours.

Case # 1390.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970, JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-70-5571

Local 81, Portland, Oregon, and  
United-Buckingham Freightlines

O-T-R  
Dispute

Local Union #81 is filing for E.E. Henderson two runaround claims denied by the Company when they failed to dispatch properly. They are on July 1, 1970 for \$33.76, and on August 18, 1970 in the amount of \$42.06.

(1) July 1, 1970 the Union contends that because of an improper dispatch the Company sent out a bid man Mr. VanEaton instead of E.E. Henderson and an extra-board man should have received the off route miles.

(2) August 18, 1970 the Union contends that Mr. E.E. Henderson is claiming a runaround on Ivan Kaufman who on August 17, 1970, was taken off furlough and sent out ahead of him.

The Company contends that the dispatch was correct and that Mr. VanEaton the bid man took the longest run from Portland to Wenatchee. (1)

The Company contends that Mr. Henderson chose the 6th Spokane which was cancelled out three hours after the board closed and they had no choice but to call a furloughed man in because they couldn't change the whole board because of the cancellation. (2)

Case #1755.

JSC Motion: (1) That the Union's position be denied.  
(2) That the Union's position be upheld.

Deadlocked Oregon JSC October 5, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-70-5592

Local 81, Portland, Oregon, and  
McCracken Brothers Motor Freight

O-T-R  
Dispute

Local 81 is disputing the Company's violation of the short line agreement. This dispute is filed on behalf of Robert G. Carnes and we are asking for 3 1/2 hours on July 12, 1970, and three hours on July 19, 1970 for the same short line violation.

Mr. Robert Carnes the number four line driver for McCracken Brothers was dispatched to Eugene on Sunday, July 12, 1970, and left Portland at 8:30 p.m. arrived in Eugene at 11:15 p.m. worked his trailer until 2:45 a.m. and took thirty minutes for lunch, arriving back in Portland at 5:30 a.m.

The Union is asking for three and one-half hours overtime for the time worked on a premium day.

The Company contends that they pay the applicable short line scale and they are not obligated to pay the time and one-half rate when a short line driver performs a service on a premium day.

Case #1719.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC August 3, 1970.

November, 1970 JWAC Action: M/m/s/c/ that the panel retain jurisdiction and it be referred back to the parties for possible settlement.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
11-70-5652

Local 85, San Francisco, California, and  
Matson Terminals

O-T-R  
Dispute

Union claims that Matson Terminals ceased a portion of their operations, and subbed it out to Jones Stevedoring. That this resulted in loss of employment for three teamsters. Union requests that men retain their seniority.

Union claims that Company sold their equipment and layed off three Local 85 Teamsters and that Jones Stevedoring is handling this work.

Company ceased their old type of operation and disposed of the specialized equipment which they had been using. The Company severely curtailed its operations and moved to Oakland to load via Containers. The Company no longer needed three of the six teamsters they employed so they layed them off. No work which was previously done by Matson employees is now being performed by anyone.

Case #10-O-LD 5796.

Joint Council #7 Motion: That the claim of the Union be denied.

Deadlocked Joint Council #7 Labor-Management Committee  
October 15, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and  
2-71-5736 I. M. L. Freight, Inc.

P & D Harlen Kelly states: On September 21, 1970, I. M. L.  
Dispute brought in a casual at 9:00 A.M. and he hosted in the yard  
to 5:30 P.M. I signed for Monday to drive on my premium  
day and was not notified to come in and work. This casual's  
name is Al Gallegos.

Pay claim is for \$3.60.

Case # 73.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC November 4-6, 1970.

February, 1971 JWAC Action: M/m/s/and Deadlocked that the  
claim of the Union be allowed. (P & D Committee)  
M/m/s/c/ that Case #2-71-5736 be referred back to the parties  
for possible settlement and this committee retain jurisdiction.  
(Main Committee)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
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Case # Pacific Motor Trucking Company, and  
2-71-5769 All Local Unions

MASTER  
Interpre-  
tation

The National Master Freight Agreement, Article 29, Section 2, provides in Paragraph 1 as follows:

"For each trailer or container placed on or delivered to, rail flat cars, birdy-back, fishy-back or barge operations the sum of five dollars (\$5.00) shall be paid into either the Pension or the Health and Welfare Fund as the Union may direct."

Section 3 of this Article provides as follows:

"This Article shall not apply to such operations as were in existence prior to December 31, 1955, but shall apply to any extension, addition, modification or any similar change (exclusive of increase in volume) in such prior operations."

Section 3 of Article 29 provides for an exemption from the payment of \$5.00 per trailer charge referred to in Section 2 to such operations which were in existence prior to December 31, 1955. Pacific Motor Trucking made use of Plan I Piggyback service during the year 1955 between points within California, also between points within Oregon, and also between points in California and points in Oregon.

In view of our use of Piggyback service during the year 1955 it would appear that PMT would be exempt from the payment of the \$5.00 charge on trailers currently being moved over the same routes that were in existence in 1955.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5775

Local 81, Portland, Oregon, and  
United-Buckingham Freightlines

O-T-R  
Dispute

Local 81 is protesting the dispatch of Gene Henderson on August 5, 1970. Mr. Henderson's original dispatch read Blaine-Portland via Bellingham and Seattle, then on arrival in Seattle, they changed the dispatch orders and sent him to Yakima.

The Union contends that Mr. Henderson was originally dispatched from Blaine-Portland via Bellingham and Seattle, and on arrival in Seattle was dispatched to Yakima. The Union contends that the Company cannot change a closed in dispatch and the man be paid for two divisions rather than mileage.

The Company contends that they have no rule to the effect that they cannot change a dispatch. The Company feels that they dispatched the man correctly.

Case #1788.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC November 2, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5794

Local 386, Modesto, California, and  
Yolo Transport

O-T-R  
Dispute

Union claims pay for 7 men when Company failed to dispatch them.

Union claims the 7 drivers reported to work on this particular day and because of a labor dispute at cannery, the Company did not put to work. Union entered time claimed. Union claims Company agreed to pay it and later refused.

Company claims men are dispatched the night before and when they showed up for work refused to cross the picket line. Men did go to work after picket line withdrawn.

Case #CV-100-3189.

JSC Motion: That based on the facts presented, the claim of the Union be denied.

Deadlocked California Valley JSC December 22, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5796

Local 468, Oakland, California, and  
All-Trans Express

MASTER  
Dispute

Company is paying line scale on certain runs, claims is true  
short line and should be paid as such.

Company contends they are being penalized unfairly, and that  
the true scale should be short line.

Case #11-0-CB-3685.

JSC Motion: That based on the facts presented in this case,  
the panel recognizes a need for relief and the case is moved to the  
Joint Western Area Committee for a final decision based on  
Article 6 of the National Master Freight Agreement.  
Motion Carried.

California Bay JSC December 15, 1970.

February, 1971 JWAC Action: M/m/s/c/ refer this case back to the  
parties for possible settlement and this committee will hold jurisdiction.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 483, Boise, Idaho, and  
2-71-5798 United-Buckingham Freightlines

O-T-R The Union, on behalf of Boise-domiciled extra board line driver  
Dispute Stan Hart (presently on layoff) claims runarounds on the following  
dates:

August 20/70 - Portland-based driver ran to Boise, then out of  
Boise to Spokane via Pasco.  
August 31/70 - Portland-based driver Penniger run from Portland  
to Boise, then also on August 31/70 run Boise to Spokane via  
Pasco, Washington .  
September 2/70 - Spokane-based driver Hagen run Spokane to  
Boise, andalso ran Boise to Portland.  
September 10/70 - Portland driver came to Boise and back on  
same date to Spokane via Pasco.  
September 24/70 - Portland to Boise and Boise to Pasco, Moses  
Lake.

It is the Union's position that on each of the dates claimed, foreign  
domiciled extra board drivers arrived in Boise and when their  
rest periods were up they were dispatched out of Boise to points  
other than their home domiciles, and that on each of the dates  
driver Hart was not offered employment.

The Company challenged the timeliness of the Union's claim for  
August 20th, pointing out that the grievance was not filed with  
the committee until October 10th. The Chair ruled that the claim  
for that day was untimely.

With regard to the balance of the claims, the Company contends  
(1) that the bid Boise drivers were protected on the dates in  
question; (2) that the correct order of dispatch out of Boise is  
1st, away from home bid men; 2nd, domiciled bid men; 3rd, away  
from home extra board drivers; and 4th, domiciled extra board  
drivers; and that in each instance the away from home extra board  
drivers were entitled to work ahead of Boise extra board driver  
Hart; (3) that there was no Portland extra board man in Boise on  
September 24th as claimed by the Union; (4) that on each of the  
days in question, driver Hart was employed by another carrier.

Case #1885 (Nov. 70-1).

JSC Motion: That the Union's claims be upheld.

Deadlocked Utah-Idaho JSC December 8, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 961, Denver, Colorado, and  
2-71-5807                  Pacific Intermountain Express

Master  
Dispute

Paul E. Dillow states: I received a letter of furlough from P.I.E. dated November 3, 1970 to be effective October 31, 1970. This letter states the furlough is due to lack of business. I feel this layoff is unjust due to the fact in the past 30 days, I grossed \$787.73. I was off a week due to a death in the family. I request to be returned to work immediately, as this layoff is not warranted and is in violation of Article 5, Section 4.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC December 16-18, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
\* \* \* \* \*

Case #                      Local 961, Denver, Colorado, and  
2-71-5809                    Santa Fe Trail Transportation Co.

O-T-R  
Dispute

Billy J. Simpson states: The driver on Schedule 204, home terminated in Pueblo was on vacation. I was first out and should have pulled this schedule which goes on duty at 3:00 P.M. but I was held until 8:15 P.M. to pull an extra south. Therefore I am claiming 5 1/4 hours runaround time.

Case #28.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-71-5810 Santa Fe Trail Transportation Co.

O-T-R  
Dispute Bruce Littreel states: I arrived at Pueblo November 13/70 and off duty 4:15 A.M. November 13, 1970. I was not dispatched until 9:00 A.M. November 14/70. I claim 8 hours layover pay. I was not assigned to the Pueblo board. I was only there temporarily due to another driver being off sick. Anytime this has happened in the past, the driver has always been paid for all time spent.

Case #48.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC December 16, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5856

Local 357, Los Angeles, California, and  
Hopper Truck Lines

Sub-  
Contracting

For and on behalf of: Carl Stanoyevic. Violation of Article 32,  
Section 1.

Hopper Freight Lines has been farming out freight while laid off employees are laid off and not working. We feel that we should have first choice on the freight that is sub-contracted to G. I. Trucking, G & H Trucking and Bott Trucking, Same Day Delivery Service and others. We are asking for all back pay while Hopper is sub-contracting freight.

Case #SC-12-70-7697.

JSC Motion: That based on the facts presented, there is no sub-contracting, therefore the claim of the Union be denied.

Deadlocked Southern California JSC January 27, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5857

Local 357, Los Angeles, California, and  
O.N.C. Motor Freight System

Sub-  
Contracting

For and on behalf of: Carl Stanoyevic and employee members.  
Violation of Article 32, Section 1. O.N.C. has been farming  
out freight while men are on layoff status. We feel we should  
have first choice on the freight that is sub-contracted to G. I.  
Trucking, G. & H. Trucking, Bott Trucking and Same Day  
Delivery Service and others. We are asking for all back pay  
while O.N.C. is sub-contracting freight.

Case #SC-12-70-7703.

JSC Motion: That based on the facts presented, there is  
no sub-contracting, therefore the claim of the Union be denied.

Deadlocked Southern California JSC January 27, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5884

Local 45, Great Falls, Montana, and  
Consolidated Freightways

O-T-R  
Dispute

Regular employee John Brutusky is on layoff and a driver from Burlington Northern was working in C.F.'s freight house helping to load out coffee on December 16 and 17, 1970.

Services performed by Burlington Northern driver goes beyond any working agreement that is in the Great Falls area.

Company contends it is the custom for employees of the two companies to work together in cases such as this and the entire operation was one of "a matter of convenience" for both employees.

Case #M-1100.

JSC Motion: That in Case M-1100 John Brutusky be paid the two days in question.

Deadlocked Montana JSC January 15, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5887

Local 17, Denver, Colorado, and  
Ringsby System

O-T-R  
Dispute

Lige Lewis: I am filing on behalf of myself and Ed Franks when the Company merged the truck line together and they have refused to honor our seniority by allowing us to exercise our right to bump in on the hosterl addendum, and we are filing for every day that the Company refuses this.

Case #55.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.

February 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5965

Local 2, Butte, Montana, and  
Consolidated Freightways

O-T-R  
Dispute

Refusal to pay check time as per rider to agreement.

Case #M-1124.

JSC Motion: That the Union position be upheld.

Deadlocked Montana JSC April 2, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
5-71-5966 Ringsby United

MASTER Local 17 hereby protests the changed working conditions which  
Dispute the above-named two employers (Ringsby and United Buckingham)  
have indicated will result from the merger and the combining of  
the company's terminals in Denver, Colorado.

Case #30.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5967

Local 53, Bozeman, Montana, and  
Garrett Freightlines, Inc.

O-T-R  
Dispute

On dates November 10, 1970, and November 24, Company used Pickup & Delivery drivers to perform over-the-road work between Bozeman and Livingston, Montana. Union requests eight (8) hours pay on each date at the road scale for the top senior man.

Company is in violation of W.S.A. Over-the-Road Supplement Agreement by using Pickup & Delivery drivers to perform Over-the-Road work. Further on the date November 10, 1970, Snavely Transfer of Livingston was used to perform part of this road operation. Union requests Company be ordered to cease and desist from using Pickup & Delivery drivers to perform Over-the-Road work.

Case in question involved the movement of a Butte trailer from Bozeman to Livingston by the dock crew. Bozeman is the gathering point for Livingston freight and the Company position is that they were within the contract provisions. Snavely Transfer is the commission agent for the Company at Livingston, Montana.

Case #M-1096.

JSC Motion: In case M-1096 that Pickup & Delivery drivers be paid the short line rate for trips pulled for November 10 and November 24, 1970. However, in regard to practice, this work will be done by Road Drivers whenever possible.

Deadlocked Montana JSC January 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5968

Local 57, Eugene, Oregon, and  
Pacific Motor Trucking Company

O-T-R  
Dispute

Local 57 is claiming a runaround for Howard Shirley on the following dates: November 18 through November 23rd, November 26th through November 30th, December 2nd through December 3rd, December 8th, December 24th, December 16-17-18-19 and 21-22. These were declined by C.J. Simmons December 30, 1970.

The Union contends that on the above mentioned dates, Portland domiciled drivers were picking and dropping at Eugene, eliminating Eugene extra board drivers runs. Eugene used to have bid runs which have been eliminated without any change of operations. The Union contends that the Company is not complying with the contract by letting this practice continue.

The Company contends that they have a right to pick and drop in Eugene with a Portland domiciled driver and continue on the Klamath falls, Coos Bay, and Grants Pass as long as the tractor is not changed at that time. In order to make these runs the Company contends that it is not necessary to go through a change of operations.

Case #1863.

JSC Motion: That this claim be paid.

Deadlocked Oregon JSC February 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5969

Local 70, Oakland, California, and  
Bigge Drayage Co.

Interpre-  
tation

Local 70 is requesting an interpretation regarding meal  
allowance and lodging.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5970

Local 70, Oakland, California, and  
Owens Illinois

Master  
Dispute

Company is sub-contracting work which Union feels should  
rightfully be performed by Local 70 teamsters.

Case #D-1083.

JSC Motion: That the Union's position be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Motor Trucking , and  
5-71-5971 Local 70, Oakland, California

MASTER  
Dispute

Company is requesting relief from paying rigging pay when no rigging work is being performed.

Union claims past practice, that the Company has paid rigging pay for years when no rigging work was actually performed, and there is no reason for a change at this late date.

Company claims that the economies of the situation preclude their continuing to pay the rigging scale when no rigging is being performed by the employees in question, and the Company is requesting relief from this practice through the provisions of the NMFA.

Case #4-71-LD-6186.

JSC Motion: That based on the facts presented, the Company's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
April 15, 1971 .



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5972

Consolidated Freightways, and  
Local 81, Portland, Oregon

MASTER  
Dispute

In accordance with Article 6, Section 1, of the National Master Freight Agreement, Consolidated Freightways is requesting relief from a Maintenance of Standards involving payment in the amount of five minutes for telephone calls being made by our Los Angeles-based drivers. This five minutes is in addition to the one-half hour check and fuel - Rider #205.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5973

Local 81, Portland, Oregon, and  
Consolidated Freightways

O-T-R  
Dispute

Local 81 is in dispute with Consolidated Freightways over their failure to pay Jack Griffey 45 minutes driving time on a trip from Portland to Klamath Falls. Under Article 55, Section 3, paragraph (b), Jack Griffey be paid 45 minutes additional driving time as the Company dispatched him from Portland to Klamath Falls. He had 8 hours and 45 minutes driving time. Twelve hours and 45 minutes over all time paid. The Company did not pay for the 45 minutes over the eight hours driving time.

It is the Company understanding, that it is a mileage run, plus work time, the Company did pay the mileage and the work time.

Case #1938.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5974

Local 81, Portland, Oregon, and  
Garrett Freightlines

O-T-R  
Dispute

Local Union No. 81 is in dispute with Garrett Freightlines over their failure to pay a runaround claim for sleeper team, Hilterbrand and Mueller, who were not dispatched in proper position. Mueller and Hilterbrand came in off a run to Los Angeles the morning (approximately 3:30 A.M.) the 10th of February, and took a trip off. Later that same morning, they reported they were ready to return to work and were told they were second down on dispatch. Were also told they would be first out when three other schedules were set to run. In the meantime, their tractor had stayed in rotation and was running with an extra team. Rule No. 5 in the dispatch rules states "team requesting time off and when the Company grants such time off, the team will remain off duty until their tractor returns". The tractor did come in and was dispatched out with another team.

The team did take a trip off, their tractor came back on the board at 0300, was available in accordance with dispatch rules, the team did not go back until the day of dispatch change. Two extra teams had been dispatched but they waited until 1600 to go on board and disturbed rotation, which rules state they will return to the bottom of the board. These people marked on the board at 9:30 A.M. and projected dispatch that night. Meantime, two other teams came in, in the interim period.

Case #1951.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-5975 Inland Transportation Company

Tanker Local Union No. 81 is in dispute with the Company over their  
Dispute denial of a pay claim for Larry Bently, on a trip from Kenne-  
wick to Portland. Amount of claim is for \$11.00.

On March 19, 1971, Larry Bently was dispatched Portland-George Washington, on his return, exhausted his hours at Kennewick. Company paid mileage rate Portland to Kennewick via George Washington. When Bently ran out of hours and laid at Kennewick, he should have received the 8 hour minimum from Kennewick to Portland, as he was held away from home. In the Tanker Contract in the event a driver is required to take a layover, no matter who, or what circumstances required it, the Company shall be required to pay a minimum 8 hour day on any tour of duty from the away from home point to destination, regardless of the length of the trip.

Larry Bently did go out on March 19th to George Washington, unloaded and did come back to Kennewick and laid over. Over the years, the drivers have been on a roll and rest basis, and the Company has allowed them to make their own decision of where they would take their rest.

Case #1958.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-5976 McCracken Bros. Motor Freight

O-T-R  
Dispute

Local 81's position is that the Employer shall pay for all time spent in the service of the Employer, with the exception of meal periods.

The Company maintains that no line drivers are paid for coffee breaks, or time spent for completion of I. C. C. logs or other required forms.

Case #1972.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-5977 Nehalem Valley Motor Freight

O-T-R  
Dispute

The Union contends that about three or four years ago there was a change of operations which ruled that the bidding for town and line positions would be off the regular seniority list with the seniority merged to a common board. January 7, 1971, a new position was put up for bid for a dock and driving job. Mr. Murphy presently a line driver bid back on the dock, but the Company stated that he was a line driver and as a line driver he could not bid for a town position. The Company always has their annual bid in December of every year and the Union feels that Mr. Murphy has a right to use his seniority to bid this position.

The Company contends that according to JWC Case #2-8-3508, those employees working short line were to work out of the red book, the Over-the-Road contract, and must be considered separate from the time they bid on to the line job. Since the new position was not opened until January 7, 1971, and the men were in two separate catagories, Mr. Murphy was not entitled to bid again until the annual bid comes up again.

Case #1889.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-5978 O.N.C. Motor Freight

O-T-R  
Dispute

Local 81 is in dispute with O.N.C. over their denial of a pay claim for Milton Schrum, who was dispatched out of Coos Bay to Portland via Medford. Schrum was dispatched from Coos Bay to Portland via Medford, on the day of dispatch, weather conditions were such as to preclude the possibility that he could make the trip. (This trip is difficult to make in good weather). The dispatcher was aware of the weather conditions, and was told by the Company to send Schrum anyway. He left Coos Bay at 4:20 on February 26th, arrived Medford 12:27 the 27th of February, with not enough hours to continue on into Portland, stopped in Medford and was put to bed. He spent 8 hours in Medford putting him out of service, he did have enough hours to continue his trip according to his trip sheet.

The Company was aware of the weather conditions, but felt he didn't have sufficient hours to start up the road. He was dispatched on a closed-end dispatch which was changed as the Company thought it better to put him in at Medford than have him sitting it out in a snow bank further up the road. The Company feels they shouldn't be penalized for a decision based on weather conditions, and the Company did pay him two full trips plus subsistence.

Case #1959.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-5979 Pacific Intermountain Express

Master Local Union is in dispute with P. I. E. over their violation of  
Dispute Article 29 and 32 of the Western States Area Master Freight Agreement. This grievance is for claims relating to Article 29, Section 4 of the National Master Freight Agreement involving the Company piggy backing, and the drivers not being used.

On the night in question, a driver was available in Portland to pull trips south, the Company instead put approximately 4 or 5 trailers on a piggy back operation on the railroad. These trailers were loaded and destined for Los Angeles. The Company did not utilize S. P. R. R. or their trailers to deliver south to Los Angeles, but used U. P. R. R. and their trailers with P. I. E. bills of lading. The trip was Portland - Salt Lake City - Salt Lake City to Los Angeles. The Company has relay operations to that area.

The Company maintains it was overflow freight, however, the Union contends that overflow freight and mismatched freight are two different things. The Union is also pointing out that numerous claims will be based on this decision.

Case #1956.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5980

Local 81, Portland, Oregon, and  
Pacific Intermountain Express

O-T-R  
Dispute

Local Union No. 81 is in dispute with P.I. E. over their denial of Gerald Pepper's runaround claim when he made an Umatilla turn and a junior driver was dispatched to Spokane.

Case #1957.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .

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Case # Local 81, Portland, Oregon, and  
5-71-5981 Pacific Intermountain Express

MASTER  
Dispute

Local 81 is in dispute with the Company over the seniority rights of Wayne Nelson and James Godfrey under Article 5 of the National Master Freight Agreement.

Wayne Nelson and James Godfrey claim they should have their original Company seniority for layoff purposes. At the time of the Change of Operations, they were employed at the Klamath Falls terminal, other drivers affected by this change who were able to go to work immediately had their full seniority protected.

These drivers have not been laid off since coming to the Portland terminal and were just recently faced with this situation and at that time the Union found out they did not have their seniority for layoff purposes.

The Company agrees that the drivers have a good point and it would make a difference in layoff purposes as it would put them ahead of other drivers on the seniority list and the Company did act in the manner prescribed by J.W.C. decision in Case #9-353 and #9-354.

Case #1970.

JSC Motion: That this subject matter be referred to the J.W.C. under the provisions of Article 5. Motion Carried.

Oregon JSC April 14, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5982

Local 81, Portland, Oregon, and  
Pacific Motor Trucking Company

O-T-R  
Dispute

Local Union No. 81 is in dispute with the Company over their denial of a time claim for O.J. Ritter for eight hours pay due to a change and breakdown enroute.

The Union contends that Mr. O.J. Ritter, a bid driver, broke down at the Rogue River, and new equipment was sent down from Medford and at that time the dispatch was changed from Medford-Portland to Portland via Coos Bay, Oregon. The Union contends that O.J. Ritter is entitled to eight hours pay due to change and breakdown enroute.

The Company contends that Mr. Ritter is an extra-board driver and on December 24, 1970, a holiday, all bids are cancelled. The Company needed a Coos Bay pickup and the driver was paid mileage and breakdown time. The Company does not feel that they violated anything because the point of origin which was Portland was not changed.

Case #1881.

JSC Motion: That O.J. Ritter be paid the eight hours as requested by the Union.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5983

Local 81, Portland, Oregon, and  
Ringsby Pacific, Ltd.

O-T-R  
Dispute

Local Union No. 81 is protesting the Company's use of leased  
equipment in and out of Portland.

Local Union No. 81 is protesting the use of leased equipment by  
Ringsby, Ltd. in and out of Portland. The Union contends that  
the Company is in violation of several articles of the Master  
Freight Agreement, both the Over-the-Road, and Pickup & Deli-  
very Local Cartage and Dock Workers Supplemental Agreements.  
The case is based on the day of January 19, 1971, when equipment  
#8310-8165 was in the Portland terminal.

The Company contends that in the east, the contract allows the  
Company to use leased equipment in lieu of use of piggy back for  
the overload of cargo. The Company feels that they are entitled  
to do so if necessary.

Case # None Given.

JSC Motion: That because of the Subject matter involving more  
than one Joint Council it be referred to the Joint Western Area  
Committee.

Motion Carried.

Oregon JSC.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5984

Local 81, Portland, Oregon, and  
Sites Silver Wheel

O-T-R  
Dispute

Local Union No. 81 is in dispute with the Company over their hostling equipment into the Portland dock after making a drop of a solid load at the end of their run.

The Union contends that the Company is violating Article #54 of the Western States Area Over-the-Road Motor Freight Supplemental Agreement by allowing its line drivers to hostile their equipment from Ringsby, Ltd. yard to Sites Terminal after hauling a solid load of ammunition and dropping it. Hosteling the empties back to Sites Terminal is not under the jurisdiction of the line drivers, and this action must stop.

The Company contends that because of restrictions concerning ammunition they are not allowed to keep ammunition under the freeway where they are located. Arrangements have been made with Ringsby, Ltd. that solid loads would be dropped at their terminal and the empty boxes from the week before would be dropped and picked. The Company does not feel that their practice is in violation of the current labor agreement.

Case #1901.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Local 81, Portland, Oregon  
5 - 71 - 5985              Local 162, Portland, Oregon, and  
                                Widing Transportation Company

Tanker  
Dispute

Local Union No. 81's position is that the Company is in violation of the contract because Widing Transportation has three separate seniority boards operating prior to the first week in November, 1970. The first seniority board called St. Johns Chemical Division is under the jurisdiction of Local Union No. 162, Widing Petroleum board is under the jurisdiction of Local No. 81 and the Oregon Supplemental Tanker Agreement and Everts Commercial Transportation is also under Local 81 and the Oregon Supplemental Tanker Agreement. In April, 1970, Widing got temporary authority and was purchasing Everts Commercial Transportation Company, when permanent authority came through in the later part of October, 1970, the Company unilaterally and arbitrarily merged the Everts board with the drivers of the St. Johns Chemical Company board although they are operated under different jurisdictions; therefore causing the drivers who are under the jurisdiction of Local 81 a loss of wage because of the merger. The Union feels the Company is in violation of not only in respect to jurisdiction, but also to the financial loss of the drivers due to the merger of the two boards.

The Company contends that they have had a jurisdictional problem between the three different tanker boards and therefore to bring this problem to light they felt the merger of the two boards was justified in this all "impossible" situation.

Case #1905.

JSC Motion: That the Union's position be sustained.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5986

Local 85, San Francisco, California, and  
Airport Drayage

Master  
Dispute

Union requests reimbursement for driver who was involved in an accident while on the Company payroll, with Company vehicle in which a death occurred and an indictment for Felony Manslaughter was issued against the driver. The Driver spent a considerable amount of his own money defending the personal manslaughter charge which had been brought against him. The first trial ended in a hung jury, a second trial is now being prepared. The Union feels that under Article 36 of the National Master Freight Agreement, the Company is held financially liable for the defense costs involved against their employee.

That the charge of felony manslaughter is not a charge for the Company to defend, or that it should in any way be obligated to defend. The Company feels that the property damage involved and any civil suit damages will be assessed against the Company but does not feel that having to defend the driver against criminal prosecution falls under the purview of Article 36 of the National Master Freight Agreement.

Case #4-71-LD6126.

JSC Motion: That this case is referred directly to the Joint Western Area Committee to be heard before the Main Committee since Article 36 of the National Master Freight Agreement is involved.

Motion Carried

Jt. Council #7 Labor-Management Committee April 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 85, San Francisco, and  
5-71-5987 Gemco-Lucky

Sub-  
Contracting

Company is allowing Browns delivery to deliver while their own personnel are in a layoff status. Violation of Article 32 - Sub-Contracting.

Union claims that all sub-contracting of work to be discontinued until all regular employees are recalled to work, and employees paid off to be compensated for all days Browns Delivery performed bargaining unit duties at Gemco Warehouse.

Historically, Company has had two classifications of work, Local 85 drivers have performed the store to store deliveries, Browns Delivery has performed the home deliveries. Company has 3 trucks and three Teamsters. Nothing has been changed from their historical operation.

Case #4-71-LD-6170.

JSC Motion: That based on Article 32, Section 2, this case be referred to the final step of the grievance procedure and the JWAC Main Committee for record. Motion Carried.

Joint Council #7 Labor-Management Committee April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and  
5-71-5988 Consolidated Freightways

Master  
Dispute

Case #CV-31-3491: Local 150 vs. Consolidated Freightways  
Martin T. Hosford claims the Company is in violation of Article 6, Section 1, Paragraph 1. Hosford claims this violation occurred as a result of a change of operation Case #MC-CO-15-8/70 (1841). Additional statements of the same nature to be submitted at time of hearing.

Case #CV-31-3492: Local 150 vs. Consolidated Freightways  
Gerald E. Lilly claims the Company is in violation of Article 6, Section 1, and further claims that due to a change of operation his regular bid run, Sacramento to Medford, Oregon, six (6) days a week for the last ten (10) years, has been changed to five (5) days a week, making Sacramento to Redding turns. Also claims that if three (3) men had not been allowed to transfer into Sacramento, there would be enough work for the original four (4) drivers that had been stationed in Sacramento since 1961 (1830).

Union claims cases involve the change of operations. Three men were allowed to move in and they were senior to local line men. Union questioned at time of hearing whether work would be available for 7 men, and Company said there would be. Since that time 1 to 5 men have not been working. Union had no quarrel with the decision as long as the 7 men worked as promised by the Company at time of change. Company has violated this statement since the men have not worked. Driver Steward gave dates and list of men not worked as result of other men coming onto the board. Hosford read statement of grievance. Union claims vacation replacements have nothing to do with it as this has always been handled by heavy duty local men as a past practice. Union claims Bay Area men have been dispatched through Sacramento to pick up sets.

Company claims on moves of this type, the Company used a certain period of time considered the lowest ebb of business and estimates the number of men to be noted. There are 26 weeks of vacation to be covered by the men and also 6 of the men have worked fairly steady. All terminals losing men were allowed to bid on the change which involved 1650 men. Company cannot predict business being down. When business picks up, 7 men will not be enough.

Case #CV-31-3491 and Case #CV-31-3492.

JSC Motion: That based on the facts presented, the Sacramento line board is overloaded for available work.

Deadlocked California Valley JSC March 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and  
5-71-5989 Pacific Motor Trucking

Interpre- Local 150 is requesting an interpretation of the National Master  
tation Freight Agreement, Article 8 (e) as it relates to the following:

- (1) Local 150 and Local 137, along with two company representatives, Mr. O. R. Lobb and Mr. Lou Colla, had a meeting at the Sacramento Inn, Room 608, at 5:30 P.M. on June 24, 1970, regarding a proposed Change of Operation.
  - (a) Operation at that time was: Two members of Local 150 have bid runs into the Marysville and Yuba City area, where they make pickup and delivery five days a week.
  - (b) Proposed Change:  
P.M.T. has now taken over the Valley Motor Lines dock, and would want to change the method of pickup and delivery in the Local 137 area by dropping the two Local 150 bid runs and have the freight brought to the dock to be broken out and delivered by Local 137 members.
- (2) Local 137's position was firm; that being that this is their local's jurisdiction, they did not feel Local 150 had any claim to move with the runs, and no way would Local 150 members have a right to move to Local 137 area with their seniority on a dovetail basis, but they would be agreeable to discussing the moving of two Local 150 members into the Local 137 area on the bottom of their seniority board in Marysville.
- (3) Local 150's position was firm; that Local 150 insist that two members from the local pickup and delivery seniority list be allowed to move to Local 137 under the National Master Freight Agreement. Article 5, Section 5 (b) (2) on a full dovetail seniority basis to follow the work Local 150 has been performing for the last 20 years.
- (4) This meeting adjourned at 7:00 P.M. with both Local Unions protesting the change by the positions of each. Local 137 stood firm on not taking any men from Local 150 and our claim was that under the contract, two (2) men from Local 150 should be allowed to move with this work.

Request that this matter be put before the Change of Operation or the Main Committee as you see fit. Local 150 feels that Pacific Motor Trucking Company was in violation of the contract by not filing for a Change of Operation as they did in Case #8-70-5511 less than 30 days later which involved 150 and 4 Bay Area Locals and was the very same thing that is involved in this dispute.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5990

Local 180, Los Angeles, California, and  
T.I.M.E., DC. Inc.

O-T-R  
Dispute

Local 180 is asking that on behalf of Barry Nicoll that he be compensated for 1/2 hour pay denied him on February 8, 1971. This time was for making phone calls to the Company. We are further asking that all other drivers affected who have had time denied them for stopping at Herndon to call the Company also be compensated for this time. We are asking this from January 22, 1971 all time hereafter until a decision has been reached on this grievance. It is the contention of the Union that because the Company posted a bulletin on January 22, 1971 instructing the drivers to make these calls that this is paid for time under the Contract and this claim should be paid.

Case #SC-3-1-8202.

JSC Motion: That based on the facts presented the claim of the Union be denied.

Deadlocked Southern California JSC April 5, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
5-71-5991 T.I.M.E., DC., Inc.

O-T-R  
Dispute

O. Pierce and A. McClure are asking for the difference in pay for a roundtrip from Los Angeles to Corning, Calif. and return, and a roundtrip from Los Angeles to Seattle, Wash. and return. On February 11, 1971, Pierce and McClure were dispatched to Seattle, Wash. via Highway 101. Two other drivers were dispatched out of Los Angeles on truck 50-3209 on February 11, 1971 behind Pierce and McClure. When both teams arrived in Corning, Calif., the Company turned Pierce and McClure back to Los Angeles. The Company contended that Pierce and McClure were over their running time and that the drivers on truck 50-3209 had beat them into Corning by three minutes, and therefore Pierce and McClure had lost their position in the roll call. Pierce and McClure contend there is no running time when they are off route, and that they, being first team dispatched out of Los Angeles, should have been dispatched through to Seattle, therefore they feel they should be paid the difference between the two trips.

Case #SC-4-1-8394.

JSC Motion: That based on the facts presented the claim of the Union be allowed.

Deadlocked Southern California JSC April 14, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
5-71-5992 Transcon Lines

O-T-R  
Dispute

Local 180 takes the position that Davis and Creed are entitled to 5 hours pay at \$4.37 per hour, a total of \$21.85 for each man. This team arrived in Phoenix on October 23, 1970 at 8:30 A.M. (their arrival time was 10:00 A.M.) and were put on turn by the dispatcher, they were hooked up and in checking their equipment they found a grease seal out on one wheel and reported same. They were instructed to call Oklahoma City shop, which they did. Phoenix Terminal was told to get repairs made by an outside agency, which they did. The truck was repaired and the team was on their way in 5 hours. There are no cleanup facilities as required in the Contract at the Phoenix Terminal, and they were not effectively relieved of duty as they were not sent to a motel. Therefore, based on the facts as stated above, the Union contends that this team was on straight time from time of arrival until time of departure. Paylog #44951; date of denial: 11/17/70.

Case #SC-4-1-8008.

JSC Motion: That based on the facts presented this case is properly before the Committee and should be heard on its merits.

Deadlocked Southern California JSC April 14, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
5-71-5993 Consolidated Freightways

O-T-R Local #190 requests all fuel time be paid from February 1, 1971.  
Dispute

Case #M-1132.

JSC Motion: In Case #M-1132 the Union position be upheld.

Deadlocked Montana JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-5994

Local 190, Billings, Montana, and  
Consolidated Freightways

O-T-R  
Dispute

Local #190 requests pay for all check and report time for all  
drivers in Billings, Montana operation from February 1, 1971  
to date.

Case #M-1127.

JSC Motion: In Case #M-1127 the Union position be upheld.

Deadlocked Montana JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
5-71-5995 Consolidated Freightways

O-T-R Local 190 requests pay for all time spent at North Dakota and  
Dispute Wyoming ports of entry for all Billings drivers from February  
1, 1971 to date.

Case #M-1126.

JSC Motion: In Case #M-1126 that the Union position be upheld.

Deadlocked Montana JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
5-71-5996 Consolidated Freightways

O-T-R Local #190 requests pay for all time spent calling in for all  
Dispute Billings, Montana drivers from February 1, 1971 to date.

Case #M-1125.

JSC Motion: In Case #M-1125 the Union position be upheld.

Deadlocked Montana JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
5-71-5997 Ringsby United

O-T-R  
Dispute

The Company has established payday on Friday. In this case the paycheck for the last half of December, which was due on January 15, 1971, was not paid to this employee until January 21, 1971. Employee and Union position is that the paycheck was being held up and they are requesting six days' pay from January 15 through January 21 even though the employee was off due to illness.

The Company agrees there has been a delay in the employee's check. The payroll department has notified the terminal manager that the records were not properly prepared. The terminal manager, in turn, has asked assistance of Local Union and employee involved. The Employer states that he has done everything that he could.

Case #M-1115.

JSC Motion: That the claim of the Union be denied and the driver instructed to submit properly prepared time claims in accordance with Company policy.

Deadlocked Montana JSC February 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
5-71-5998 Garrett Freightlines

Master John Froce and Joseph Stemporosky claim all monies due them  
Dispute when they were laid off November 25, 1970 and work was sub-  
contracted to C. T. S. and other non-Union companies.

Case #SC-2-1-8047.

JSC Motion: That based on the facts presented this case is deem-  
ed to be subcontracting and is referred to Joint Western Area  
Committee for hearing.

Motion Carried March 8, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-5999

Local 208, Los Angeles, California, and  
Interstate Motor Lines Freight, Inc.

O-T-R  
Dispute

For and on behalf of: David R. Gagne  
At 18:30 hours on December 17, 1970, dispatcher (M. Ball-  
enger) said there was no more work available. Five loads  
were then pulled out of the yard by R & J Trucking. Claim is  
for 1 1/2 hours at the rate of time and one-half the regular rate  
of pay.

Case #SC-2-1-8053.

JSC Motion: That based on the facts presented, the claim of  
the Union be denied.

Deadlocked Southern California JSC March 8, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Local 208, Los Angeles, California, and  
5-71-6000                    Interstate Motor Lines Freight, Inc.

Master                      Bill Jaehn, et al, claims all monies due him when the Company  
Dispute                      farmed out freight (to Reliable, C.M.E., Hornet, A.T.A.) while  
8 men were on layoff status on February 10, 11, and 24, 1971.

Case #SC0401-8303.

JSC Motion: That based on the facts presented the claim of the  
Union be allowed.

Deadlocked Southern California JSC April 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
5-71-6001 Santa Fe Trail Transportation Co.

Master Maintenance of Standards: This grievance is filed pertaining to  
Dispute wages. Driver Brogdon is claiming Company has set a precedent  
for establishing a set rate of pay.

Case #SC-4-1-8314.

JSC Motion: That based on Riders #701 and #713, the claim of  
the Union be denied.

Deadlocked Southern California JSC April 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #                      Local 208, Los Angeles, California, and  
5-71-6002                      Santa Fe Trail Transportation Company

Master                      Maintenance of Standards: This grievance is filed pertaining to  
Dispute                      wages. Driver Donnell claims Company has set a precedent for  
                                 establishing a set rate of pay.

Case #SC-4-1-8316.

JSC Motion: That based on Rider #701, the claim of the Union be  
denied.

Deadlocked Southern California JSC April 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6003

Local 222, Salt Lake City, Utah, and  
Consolidated Freightways

MASTER  
Dispute

This is a blanket claim for Thurman Larry Buhler and in behalf of all Consolidated Freightways line drivers. It was filed in three separate claims, in one grievance. Part 1 was settled in a favorable decision for the Union.

No. 2: Under Article 6, Maintenance of Standards, of National Master Freight Agreement, claim for 10 minutes on each stop at Port of Entry.

No. 3: Claim for 10 minutes or actual time on each stop to phone company since Change of Operations, February 1, 1971.

The Union claims 10 minutes pay on each stop at Ports of Entry made by Salt Lake-domiciled line drivers, based on Article 6 of the NMFA.

The Union claims pay for 10 minutes or actual time, whichever is greater, on each stop to call the company as directed, since the Change of Operations, February 1/71. The Union contends that the company originally paid such claims by mistake, but thereafter discontinued payment within the 90 day provision, contending this was part of the check and fuel.

The Company refers to JWC Cases #8-5-2016 and #8-5-2042, which hold that such stops are not payable unless the delay exceeds 30 minutes. The Company concedes that on one division operation out of Salt Lake, the Company continued to pay ten minutes for Port of Entry stops after the decisions in the cited cases, but further contends that this should not apply to its new relay operations which went into effect in February, 1971, pursuant to a Change of Operations.

Case #1932 (Mar. 71-10).

JSC Motion: That in decisions No. 2 and 3 the Union's claims for ten minutes pay for Port of Entry stops under Maintenance of Standards and the Unions claims for ten minutes, or actual time, whichever is greater, for phone calls, be upheld.

Deadlocked Utah-Idaho JSC March 25, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6004

Local 224, Los Angeles, California, and  
Alltrans Express

O-T-R  
Dispute

Local No. 224 on behalf of Joe Olivas claims 16 hours short-  
age on December 17, 1970, for roadblock due to storm.

Case #SC-2-1-7976.

JSC Motion: That based on the facts presented the claim of the  
Union be upheld.

Deadlocked Southern California JSC March 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways, and  
5-71-6005 Local 224, Los Angeles, California

MASTER In accordance with Article 6, Section 1 of the National Master  
Dispute Freight Agreement, Consolidated Freightways is requesting  
relief from a Maintenance of Standards involving payment in  
the amount of ten minutes for telephone calls being made by  
our Los Angeles-based drivers. This ten minutes is in addition  
to the one-half hour check and fuel - Rider #205.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6006

Local 224, Los Angeles, California, and  
Ideal Packing Company

Livestock  
Agreement  
Dispute

Local No. 224 on behalf of all drivers employed at Ideal  
Packing Company, under the Livestock Wage Agreement,  
claims holiday pay for Thanksgiving Day, November 26, 1970.

Case #SC-2-1-7990.

JSC Motion: That based on the facts presented, the claim of the  
Union be upheld.

Deadlocked Southern California JSC March 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 431, Fresno, California, and  
5-71-6007 Santa Fe Trail Transportation Co.

O-T-R Union protests change in line bid. Union claims they had a 3  
Dispute and 2 Los Angeles lay bid and the Company changed to 5 night  
Los Angeles turn.

Company notified line drivers of bid change and under the Over-  
the-Road and National Master, no change of domicile was in-  
volved. The bid change was up one week.

Case #CV-31-3446.

JSC Motion: That the claim of the Union be allowed and the  
Company be instructed to return the 3 and 2 Los Angeles lay  
and the men be compensated for monies lost.

Deadlocked California Valley JSC March 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6008

Local 448, Missoula, Montana, and  
United Buckingham Freightlines, Inc.

O-T-R  
Dispute

There are 22 drivers based in Missoula, Montana who pull runs to Spokane, Washington and Great Falls, Montana. When these men arrive at destination points they are required to check the rig they leave as well as check the one they take to return to their home base. They have been claiming 15 minutes check time for the rig they leave at destination as well as 15 minutes for the rig they take back to Missoula. Company has denied excess time and started to disallow this on January 1, 1971. Company should pay men for all time spent in Company service.

Case #M-1119.

JSC Motion: The Union position be upheld.

Deadlocked Montana JSC February 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
5-71-6009 Transcon Lines

O-T-R Logging of hours during scheduled run.

Dispute

Union claims money claim for Paul Cormier and Robert Roy for November 23, 24 1970. That Company permitted men to run out of hours and thus caused the men in question to have to take an unscheduled lay in order to recover their hours.

That if the grievants had logged their hours properly they would not have run out of hours and would not have been forced into the lay.

Case #1-71-CB3769.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay JSC February 16, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6010

Local 468, Oakland, California, and  
Transcon Lines

O-T-R  
Dispute

Union claims abuse of free time. Grievants arrived in Toledo at 0330 October 21, and were not dispatched until 0300 October 23. A Bay Area team was dispatched from Detroit via Cleveland, with a half set for the Bay Area and an empty. They dropped the empty and picked up another half set for the Bay Area. The grievants were held in Toledo until a full set materialized for the Bay Area.

Money claim for October 21, 1970 (rejected December 8, 1970) in the names of John L. Swicegood and Bob White. That the grievants should have taken the half set.

That the Bay Area team had arrived in Detroit prior to the grievants arriving in Toledo; and the dispatch was proper.

Case #1-71-CB3768.

JSC Motion: That the claim of the Union is allowed.

Deadlocked California Bay JSC February 16, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6011

Local 468, Oakland, California, and  
Transcon Lines

O-T-R  
Dispute

Abuse of free time. Grievants arrived at Toledo at 10:30 A.M. They went on a lay. Dispatcher attempted to call them at 2:48 A.M. and 4:40 A.M. but they were not available. At 4:45 A.M. the drivers called the dispatcher and were given a two hour call. Grievants did not report for duty until 8:45 A.M. Union claims 3 1/2 hours pay for the two grievants.

Case #12-0-CB3739.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC February 16, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6012

Local 492, Albuquerque, New Mexico, and  
Navajo Freight Lines

O-T-R  
Dispute

Money claims on behalf of J. W. Justice and M. J. Chamblee  
Trip sheet No. 195833.

Mr. Harold Bynum, for the Union, claims that the HERM dispatch to Burlington, Iowa, was not to a Company terminal for unloading, or loading and therefore, according to Article 56, Section 10 of the Western States Area Over-the-Road Supplemental Agreement, all time waiting must be paid.

Mr. Jack Stephenson, for the Company, stated that Burlington, Iowa, is a designated layover point. The sleeper team was relieved from duty; they were in Burlington 24 hours, were paid for 8 hours. The practice is within the intent of the Agreement.

Case #251.

JSC Motion: That the claim of the Union be paid.

Deadlocked Arizona-New Mexico JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6013

Local 492, Albuquerque, New Mexico, and  
Navajo Freight Lines

O-T-R  
Dispute

Dispute over the amount of pay due when a driver from sleeper extra board deadheads by plane and solos back home, and timeliness on certain drivers.

The Union claims that the single man rate should have been paid whereas the Company paid the men the regular rate as a sleeper team when the men went to Chicago by plane and paid them "solo" on return.

Case #153.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Arizona-New Mexico JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6014

Local 495, Los Angeles, California, and  
National Car Rental System, Inc.

Automotive  
Shop  
Dispute

Local #495 on behalf of Gene Crysel, claims all monies lost  
due to runaround on January 29, 1971.

Case #SC-4-1-8366.

JSC Motion: That based on the facts presented the claim of the  
Union be denied.

Deadlocked Southern California JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 533, Sparks, Nevada, and  
5-71-6015 Garrett Freightlines

O-T-R Union claims two hour call not given when Company cancelled  
Dispute run. Driver has set departure time of 9:00 A.M. and requires  
one hour for preparation before leaving.

Company claims starting time of driver was 7:45 A.M. and  
Company was not aware of road closing due to snow.

Case #CV-11-3319.

JSC Motion: That the man be compensated for 6 hours.

Deadlocked California Valley JSC February 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 533, Sparks, Nevada, and  
5-71-6016 Wells Cargo

O-T-R  
Dispute

Union claims 8 hours' pay for 2 senior men available or on layoff February 25, 1971, when 2 Sacramento to Reno bid men pulled trips to Port Chicago.

Union claims in the past, Reno men have always pulled Port Chicago runs. Sacramento men only have bid runs to Reno and return. Union claims in change of operations case, Company was only granted Reno and return for Sacramento bid men.

Company claims Sacramento drivers have pulled the Port Chicago freight many times and Company does it both ways to avoid running empty.

Case #CV-31-3475.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC March 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6017

Local 533, Sparks, Nevada, and  
Wells Cargo

O-T-R  
Dispute

Union claims in the past the Company has always allowed four  
men off on vacation at one time. Union claims past practice.

Company claims they did cut number of men from 4 to 3, and  
allowed 4 men off because of crew size. This year there are  
only 26 men on the payroll and in order to cover work only  
allowed 3.

Case #CV-21-3354.

JSC Motion: That the Company and Union's past practice  
prevail.

Deadlocked California Valley JSC February 24, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 547, Los Angeles, California  
5-71-6018 Farmer Bros. Coffee

O-T-R The accusation of the Company contained in their letter is not  
Dispute factual and the grievant (Austin Ray Burgin) should be made  
whole in all respects.

Case #SC- 3-1-8258.

JSC Motion: That based on the fact that the Company did not receive a written protest to the termination from the Local Union as required by Article 46, Section 3(b), the case is improper before this Committee.

Deadlocked Southern California JSC April 6, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 670, Salem, Oregon, and  
5-71-6019 Pacific Intermountain Express

O-T-R  
Dispute

Local Union No. 670 is in dispute with P. I. E. over the denial of runaround claims for L. D. Thompson, Albert Hausman, Ed Willaby, Howard Brown, Frank Chamberlin, Joseph Lambuth and Robert Logan. The Union is taking the position that the Company is trying to by-pass Ontario. J. W. C. Change of Operations we have 33 men to run west-bound. The Company ran four trucks from Portland to Boise when our union members were in, and not working. Company could have made arrangement to bring them into Portland and to pickup the loads.

Company had a rush call from creamery in Boise that would have to close down if they didn't get certain cartons in a hurry. The load originated in Longview, and we dispatched to Boise. Our costs would have been prohibitive if we had flown these drivers each way to take these loads.

Case #1953.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 670, Salem, Oregon, and  
5-71-6020 Pacific Intermountain Express

O-T-R  
Dispute

Local Union No. 670 is in dispute with the Company over their denial of a claim for Robert A. Frost. Mr Frost's original dispatch point was Seattle, but he was paid only from Ontario to Yakima.

The Union contends that if a man is dispatched out and he runs out of hours then he should be sent on to his dispatch point rather than be sent home. The Company should have paid the man for his full dispatch and they do not have the right to arbitrarily cut the man's run.

The Company contends that they admit they can't arbitrarily cut a man's run but Mr. Frost ran out of hours at Yakima and they put him to bed. The freight needed to get to Seattle and so they sent the load on back to Seattle with a Seattle driver and sent the driver home because the freight had been sent on.

Case #1880.

JSC Motion: That Robert Frost be paid the original dispatch from Ontario to Seattle.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6021

Local 690, Spokane, Washington, and  
Consolidated Freightways, Inc.

O-T-R  
Dispute

The Company is asking for relief from a seniority dispatch road  
board in Spokane.

Case #3155 (C).

JSC Motion: Company's position denied.

Deadlocked Washington JSC March 17, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6022

Local 690, Spokane, Washington, and  
Consolidated Freightways

O-T-R  
Dispute

Requesting 1/2 hour check-time for Bill Standage on February 2 and 1/2 hour check-time on February 3, on trips Spokane to Butte, Butte to Spokane. Also asking that the Company continue to pay the 1/2 hour check-time to all drivers per tour of duty, domiciled in the Spokane terminal.

Case #3101 (U).

JSC Motion: Union's position be upheld.

Deadlocked Washington JSC March 17, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6023

Consolidated Freightways, and  
Local 741, Seattle, Washington

MASTER  
Dispute

In accordance with Article 6, Section 1 of the National Master Freight Agreement, Consolidated Freightways is requesting relief from the Joint Area Grievance Committee from a Maintenance of Standards involving a seniority dispatch at our Seattle terminal. Such a dispatch is causing undue hardship on the Company, as well as the road drivers on the bottom of the seniority board.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
5-71-6024 Consolidated Freightways

O-T-R  
Dispute

It is the position of Local 741 that Consolidated Freightways under Article 6 of the National Master Freight Agreement is obligated to pay 1/2 hour guaranteed check time on all line runs including new runs. It is the claim of Local 741 that retroactive pay be paid to the drivers who have been denied these claims for 45 days previous to the original filing of the grievance in the Joint State Committee of Washington on February 4, 1971 to and including the present date.

Case #3100 (U).

JSC Motion: Union's position be upheld.

Deadlocked Washington JSC March 17, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6025

Local 741, Seattle, Washington, and  
Garrett Freightlines

O-T-R  
Dispute

Local 741 request Garrett Freightlines pay D. A. Johnson and other drivers mileage and hours plus motel and meals when Company required drivers to lay enroute when they had hours available.

Case #3154 (U).

JSC Motion: Claim of the Union be denied.

Deadlocked Washington JSC March 17, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6026

Local 883, Hood River, Oregon, and  
Silver Wheel Freightlines

O-T-R  
Dispute

Local Union No. 883 is in dispute with the Company over a runaround on behalf of Giles Thornton. The run was cancelled out by the Company on February 5, 1971, and his run was pulled by James Rowlee.

The Union contends that on February 5, 1971, the Company ran James Rowlee out of Albany to Portland to Hood River and back to Portland cancelling out Giles Thornton's run. Mr. Thornton has a five day week and the Union is asking for eight hours on his behalf.

The Company contends that on the night in question two Albany drivers were sent out of Albany to Portland one to the Dalles, and the other to Hood River and back to Portland, dropping and picking at all stations with only two loads for Albany. Normally, the Company holds back an Albany driver and gives Giles Thornton all they can, but at that time, it was not feasible.

Case #1894.

JSC Motion: That Mr. Giles Thornton be paid eight hours for runaround on February 5, 1971, pulled by James Rowlee.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
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Case # Consolidated Freightways, and,  
5-71-6027 Local 961, Denver, Colorado

MASTER  
Dispute

In accordance with Article 6, Section 1 of the National Master Freight Agreement, Consolidated Freightways is requesting relief from a Maintenance of Standards involving our Denver road operation in the application of Rider No. 287. The intent of this rider was to require the Company to pay an additional 7/10 of a mile for doubles when operating between Denver on the one hand and Casper and Cheyenne on the other. The Company has also been paying this premium on operations other than to Cheyenne and Casper.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6028

Local 961, Denver, Colorado, and  
I.M.L. Freight, Inc.

O-T-R  
Dispute

Mel Dunn states: Claiming 8 hours premium pay for not being  
called in when sub-contractor was washing trucks on Saturday,  
March 13, 1971.

Bill Cohn claiming 4 hours early call-in same date, same  
reason.

Dominic Castillo claiming 4 hours early call-in same date,  
same reason.

Cases #66 - 67- and 68.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 961, Denver, Colorado, and  
5-71-6029                  Navajo Freight Lines, Inc.

O-T-R                      Warlena Carlis states: Company has refused to let me return  
Dispute                      to work. My doctor released me as of March 18, 1971, to  
                                 return to work. I request that I be returned to work immediately  
                                 and paid for all regular shifts that I missed by not being allowed  
                                 to work.

Case #60.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
5-71-6030 Ringsby System

O-T-R Leon Latham and Robert Penman: We arrived in Sacramento at  
Dispute 0:58 A.M. on the 25th of August. We were relieved of duty and  
told there were no loads. No. 27-445, seal No. 3K2876 was load-  
ed and closed out in Stockton on the 21st. No. 3-35 was at the  
dock, but not closed. The yard hostler arrived at 5:00 A.M.,  
pulled #3-35 seal, #213847 from the dock, said it had been closed  
out before he arrived. Since there was no crew from midnight on,  
this trailer had to be ready before midnight of the 25th, so I am  
claiming abuse of free time, since I know this trailer was ready.  
We did not get out until 12:94 P.M., at which time we discovered  
through the Union dock steward, that these loads had been avail-  
able.

Case #52.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC October 7, 1970.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
5-71-6031 Ringsby System

O-T-R R. J. Penman: We were dispatched from Denver to Oakland on  
Dispute August 9th at 9:30 P. M., with trailers #26-935 and #27-123.  
Truck #3268 left Denver sometime later. On arriving Oakland,  
August 11 at 11:00 A. M., some 37 1/2 hours later, we found  
truck #3268 ready to leave Oakland for Denver. This caused  
us to lay in Oakland 18 hours of which the Company has paid us  
six hours. The working rules say we have 40 hours to run Oak-  
land from Denver, therefore, we claim 12 hours runaround.

Case #38.

JSC Motion: None Given.

Deadlocked Colorado-Wyoming JSC October 7, 1970.



♦ DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-71-6032 Santa Fe Trail Transportation Co.

O-T-R Dispute Gene M. Cox states: November 16, 1970, 6:30, dock hand Hutton was sent to Santa Fe, New Mexico on #207, returned on #208 (this is my bid run). I was home and available with 19 hours ,30 minutes to pull this run; would have gained me a trip for week (lost 10 trips last year). A road driver should be called first if available. When I was cancelled last winter I was not allowed to bump men on the dock, so dock hand should not bump ahead of any driver on the road.

Time slip is for full round trip - 576 miles plus hours.

Case #9.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-71-6033 Santa Fe Trail Transportation Co.

O-T-R  
Dispute

Ray E. Kittinger states: I am on a bid run 301-302 Denver to Lamar, layover and return . I am on duty in Denver at 10:00 P.M. I was called and cancelled on December 16, 1970. Company ran an extra from Wichita to Pueblo, operator Davis. The company also ran an extra from Denver, #X-336, tractor 788, trailer UB-20457. This was Hutchinson, Kansas load. Uneven extra board operator Shaw pulled Hutchinson, Kansas load to Pueblo and operator Davis pulled load to Hutchinson. The load was loaded even before I was cancelled.

This extra man ran over my entire bid run. This is descrimination against my bid run. Both loads were delayed by this type of dispatching.

I claim 16 hours pay from Denver to Lamar and return.

Case #12.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



\* DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-71-6034 Santa Fe Trail Transportation Co.

O-T-R Edgar Baker, Jr. states: I am on a bid run from Lamar, Colorado  
Dispute to Garden City, Kansas and return. I was called and cancelled  
on December 17, 1970. The company then ran an extra from Garden  
City (Wichita extra) thru Lamar and an extra from Lamar to Garden  
City (Denver extra).

I believe it is a violation of the agreement to run an extra over  
the same route as my bid run, with me cancelled.

The extras were pulled by Operator Davis, Wichita extra board.  
Garden City to Lamar - tractor 979, trailers #219214 - 219178.  
Lamar to Garden City - tractor 960, trailer UB-20451.

I ask 8 hours as this should have been my run.

Case #13.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC February 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 962, Medford, Oregon, and  
5-71-6035 East Texas Motor Freight

O-T-R  
Dispute

The Union contends that the Company is violating the contract over a past practice involving their paying check time. Over a year ago, there was a change of operations which moved men to Medford from Seattle and Portland, and at the time of the move they stopped paying check time. The case was taken to San Francisco, J.W.A.C. Case #11-70-5630, and a decision was rendered that the men must be paid all time in excess of thirty minutes because they have received it in the past. The Union filed this dispute under Article 6 of the National Master Freight Agreement and are asking that the men be paid for the check time.

The Company contends that in January, the Company went from mileage rates to hourly rates, because of the new contract the hourly rate is more than the mileage rate. The Company states that if a driver is paid on a mileage rate, they will be paid thirty minutes check time, and if a driver is on an eight hour guarantee, they will not add check and fuel time to this amount.

Case #1904.

JSC Motion: That the Company continue to pay the check and fuel time as they have done in the past.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6036

Local 962, Medford, Oregon, and  
Consolidated Freightways

O-T-R  
Dispute

Local 962 is in dispute with Consolidated Freightways over violation of Article 40, Section 3 of the Western States Over-the-Road Supplemental Agreement, and is claiming 24 hours pay at time and one-half for Andy Lynch. Line drivers coming in and departing are splitting sets, hooking up rigs, shuffle boxes around to hook up sets, rather than call in hostlers, therefore, we are asking 28 hours total time for hostling in the yard, be paid our man. It is work we have been doing for years, and line drivers can not hostile, it is an infringement on the Pickup and Delivery Contract.

The Company has for years had drivers swap equipment on through schedules, especially when on duty. We do not abuse this but there are cases when we will swap, hook up once a night or two, or three times a week. This hostling equipment is proper jurisdiction of two or three classifications, and it is Consolidated's position, when it is more expedient to have local crews do the work to avoid delay, the Company has done so. Under the terms of the Over-the-Road contract, the Company is permitted to have line drivers to do this type of work.

Case #1933.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC April 13, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and  
5-71-6037 Garrett Freightlines

O-T-R Pocatello sleeper team Gross and Thompson contend that they  
Dispute should be paid on an hourly basis on a sleeper run from Pocatello to Portland on January 8-10, 1971, because adverse weather conditions caused their highway speed to be slower than usual. They drove a total of 679 miles one way from Pocatello to Portland, with a total driving time of 16.2 hours. Total elapsed time for the trip was 21.3 hours.

Case #1915.

JSC Motion: Based on the facts, the claim of the Union be denied.

Deadlocked Utah-Idaho JSC February 25, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 983, Pocatello, Idaho, and  
5-71-6038 Garrett Freightlines

O-T-R  
Dispute

Pocatello extra board driver Duane Thornton is claiming reimbursement for court costs and expenses under the provisions of Article 36, Section 1, of the Western Master Freight Agreement in connection with a citation and court appearance for pulling an over-length load (set of triples) from Idaho Falls to Pocatello.

The Company contends that Thornton was off route, contrary to posted bulletins and that instead of driving on the freeway between Idaho Falls and Pocatello where the Company has triples authority, he deliberately drove over Highway 191 in order to pass his residence enroute. The Company contends that since the citation was a result of the driver's deliberate failure to follow posted instructions, he is not entitled to reimbursement.

Case #1940 (Mar. 71-18).

JSC Motion: That the claim of Mr. Thornton be allowed.

Deadlocked Utah-Idaho JSC March 25, 1971.



DISCHARGES AND WARNING LETTERS



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5815

Local 208, Los Angeles, California, and  
Yellow Freight System

Discharge

Dennis Love protests his termination notice dated September 2, 1970 and asks to be returned to work with full seniority and all monies due him.

Case #SC-9-70-7294.

JSC Motion: That based on the facts presented the man was improperly terminated and should be returned to work on his next regular shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC December 4, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-6039 Pacific Intermountain Express, Inc.

Suspension Local Union No. 81 is in dispute with P.I. E. over the suspension of Wayne E. Robins on March 15, 1971 for not having a haircut. Wayne Robins was suspended for five full days for the way his hair was cut, he reported for work, and was sent home. The Union submitted pictures to substantiate their claim, that his hair did comply with P.I. E.'s policy, which is off the ears, and off the collar, before and after having haircut.

P.I. E.'s policy is clean shaven, well-groomed hair, i.e.; neatly cut, off the ears, and off the collar; and this policy has been approved by the State Committee two years ago.

Case #1936.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-6040 Pacific Intermountain Express

Suspension

Stephen Murphy was suspended for five full days for the way his hair was cut, he reported to work and was sent home. He also told the Company he would get his haircut the following Friday which was payday. The Union submitted pictures to substantiate their claim that his hair did comply with P. I. E. policy of off the ears, and off the collar, before and after having haircuts.

It is the Company's position that when the O. J. S. C. approved their standards for grooming and dress, the Company has the right to have their employees comply with those standards. Work was available for Murphy as soon as he got a haircut, when he got his haircut, he returned to work.

Case #1937.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-6041 Pacific Intermountain Express

Suspension Local 81 is in dispute with P. I. E. over their suspension of Lloyd Hannan on March 22, 1971, for failure to remove his hood for "hair inspection".

Case #1941.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 357, Los Angeles, California, and  
5-71-6042 Wescar Terminals

Suspension For and on behalf of: William Casas and Al Loquet.

Shortly after our last break on December 17, 1970, my partner (Al Loquet) noticed the cigarette machine was laying on its side. The machine was only about 25 or 30 feet from our working area (pig at 0 spot). I then called Blackie, Superintendent, on the intercom to come to "0" spot. Then we went over and picked up the cigarette machine and some cigarettes fell out. We gathered the cigarettes and laid them on our desk. Skow came, we thought Blackie had sent him to see what we needed, so we gave Skow the cigarettes and he took them into the office. I want it known that this certainly is not the first time that I have been accused of dishonesty by the Company. I guess I did not realize how really serious they have been until this suspension. In this case we have witnesses to prove that what I have stated is true. I do not wish to involve the witnesses unless absolutely necessary, for obvious purposes. I am filing for all the money and time I lost resulting from this suspension (one week effective December 17, 1970). I have been falsely accused and would like to attend the hearing if possible.

Cases #SC-2-1-7965. - and 7966.

JSC Motion: That based on the facts presented, the suspension be upheld. (The motion was the same in both cases).

Deadlocked Southern California JSC March 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
5-71-6043 Consolidated Freightways

Discharge The Union contends that Mr. Jackson was traveling at approximately thirty-five to forty miles an hour when he came up on the snow plow who was cleaning the right side of the road. The snow was being thrown up over the shoulder and the wind was picking up the snow and throwing it over the plow making the light on top of the cab unseen by the approaching Mr. Jackson. He was approximately ten to fifteen feet from the plow when he realized it was there and he swung out and then hit an on-coming rig. Mr. Jackson has been with the company for 25 years and due to the conditions the Union feels that a termination is a little too severe.

Case #1875.

JSC Motion: That George Jackson be put back to work when released by the doctor with no loss of seniority..

Deadlocked **Oregon** JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
5-71-6044 Exley Express, Inc.

Discharge Local 81 is protesting the discharge of Jerry York by Exley Express for dishonesty relating to employment .

Jerry York has been employed by Exley Express for 3 years and has fueled at Las Vegas before at this particular service station and two others in that area. He stated all of the service stations give some kind of inducement for the drivers to have their trucks filled. This was the first time the company said anything about it. The Union feels that it is common knowledge that all drivers going into that area are treated to inducements so the service stations will get all of the fuel business, and even service stations in other areas give green stamps which the drivers keep.

Taking the discount was not a deliberate act of dishonesty, but more of a failure on the part of the company to advise the drivers of their agreement with the service station in question.

The Company received a call from Davis Service in Las Vegas that the driver had taken a cash discount from his girl rather than signing for it for the company. He received \$4.88. The company has made an agreement with this station for monthly billing and a 5% discount in order to cut costs. When Jerry York pocketed the money, he was dishonest and for that reason was fired.

Case #1935.

JSC Motion: That Jerry York be returned to work on his next scheduled trip.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81 , Portland, Oregon, and  
5-71-6045 Exley Express

Discharge Local 81 is protesting the discharge of John Weir by Exley  
Express on April 5, 1971 for dishonesty.

Case #1934.

JSC Motion: That John Weir be returned to work on his  
next scheduled trip.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
5-71-6046 Pacific Motor Trucking

Discharge Local 81 is protesting the discharge of P. D. Bowen by P.M.T.  
on February 22, 1971.

The Company contends that Mr. Bowen on February 18th and 19th was found deliberately interfering with the Company's efficiency and operations and working on personal automobile on Company time.

The Union contends that the Company has no real facts that prove the alleged actions of Mr. Bowen on February 18th and 19th, and until there was proof beyond a doubt they could not fire the employee charged.

Case #1876.

JSC Motion: That Mr. Bowen's discharge be upheld.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
5-71-6047 Pacific Motor Trucking

Discharge Local 81 is protesting the discharge of Patrick Pankratz by  
P.M.T. on February 22, 1971.

The Union contends that the Company has no real facts that  
prove the alleged actions of Mr. Pankratz on February 18th  
and 19, 1971, and until there was proof beyond a doubt they  
could not fire the employee charged.

The Company contends that Pankratz was found deliberately  
interfering with the Company's efficiency and operations and  
working on personal automobile on Company time.

Case #1877.

JSC Motion: That Mr. Pankratz's discharge be upheld.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
5-71-6048 Garrett Freightlines, Inc.

Discharge Local 190 requests Dennis Poore be reinstated with full seniority,  
all fringes paid and reimbursed for all lost wages from January  
21, 1971 to date.

Case #M-1110.

JSC Motion: That in Case No. M-1110 the Union claim be  
denied.

Deadlocked Montana JSC February 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 208, Los Angeles, California, and  
5-71-6049                  Shippers Express Company

Discharge                  Sammie Walton protests termination notice dated January 29,  
1971, for alleged violation of Rule #18, improper action of  
employee resulting in overshort and damage.

Case #SC-3-1-8108.

JSC Motion: That based on the facts presented, the discharge be  
withdrawn, the man be returned to work on his next regular  
shift with full seniority and compensated for all time lost.

Deadlocked Southern California JSC March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
5-71-6050

Local 208, Los Angeles, California, and  
Signal Trucking Service, Ltd.

Discharge

Norman Bates protests his termination of March 3, 1971 as being unfair and unjust and requests that he be placed on suspension until able to fulfill requirements of applicable law or laws.

Case #SC-4-1-8317.

JSC Motion: That based on the facts presented, the discharge be sustained.

Deadlocked Southern California JSC April 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
5-71-6051 Consolidated Freightways

Discharge Local 222 protests the discharge of Steven T. Berthold dated March 16, 1971, for failing to report for work at the midnight shift, 00:01 March 14, 1971. He was issued a warning notice dated November 5, 1970 for a substantially identical offense.

Berthold contends that he did not receive the call, that he attempted to call the Company twice on Sunday evening between 21:00 and 22:00 but got no answer.

Case #1950 (Mar. 71-28).

JSC Motion: That Mr. Berthold be reinstated to his employment without loss of seniority and with full back pay.

Deadlocked Utah-Idaho JSC March 25, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 224, Los Angeles, California, and  
5-71-6052                      Western Gillette, Inc.

Discharge                      Local 224 on behalf of Joseph Parisi protests his discharge as  
   of January 21, 1971 (notice dated January 28/71) for alleged  
   recklessness resulting in a serious accident. We request  
   that he be reinstated with full seniority, fringe benefits and  
   compensation for all time lost.

Case #SC-3-1-8192.

JSC Motion: That based on the facts presented, the discharge  
be sustained.

Deadlocked Southern California JSC April 5, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
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Case #                      Local 396, Los Angeles, California, and  
5-71-6053                    Atlantic Transfer

Discharge                      Local 396 on behalf of Murray Schwartz, protests his discharge.

"I protest termination. There was no customer complaint by  
F & B Incorporated. Put back to work with full seniority and  
all back pay."

Case #SC-3-1-8148.

JSC Motion: That based on the facts presented, the discharge  
be sustained.

Deadlocked Southern California JSC March 11, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Local 692, Long Beach, California, and  
5-71-6054                      Lodi Truck Service

Discharge                      Local 692 protests the termination of our member, Vince  
   Procopio, on February 8, 1971, allegedly a voluntary quit.

We are requesting that he be reinstated on the job without  
loss of seniority and be compensated for all time lost, including  
fringe benefits.

Case #SC-3-1-8230.

JSC Motion: That based on the facts presented, V. Procopio  
be returned to work on his next regular shift with full seniority  
and compensated for all time lost.

Deadlocked Southern California JSC April 6, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 962, Medford, Oregon, and  
5-71-6055 East Texas Motor Freight

Discharge Local 962 is protesting the discharge of Edgar Marion by  
East Texas Motor Freight.

The Union contends that at 2:00 A.M. on February 16, 1971, Mr. Marion was driving on I-5 just past the Sutherland hill when he came upon an accident in which three cars were involved. The night was foggy and Mr. Marion was traveling approximately 42 miles an hour when he realized that he could not stop so made an attempt to go between two of the cars hitting the one car slightly and causing no damage to his own rig. The Union feels that Mr. Marion did an excellent job under the circumstances and that he should be put back to work.

The Company contends that they discharged Edgar Marion for an accident they classified as preventable. In June 1969, Marion was given a two week suspension for an accident in which he was involved. On the night in question the company contends that if driver Marion was driving with the weather conditions the accident would not have happened.

Case #1874.

JSC Motion: That Ed Marion be put back to work Tuesday, March 2, 1971 with no back pay.

Deadlocked Oregon JSC March 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 468, Oakland, California, and  
11-70-5648                  Transcon Lines

Warning                      Gerald Cohen was issued a warning letter on June 10, 1970  
Letter                        for preventable accident.

The grievant was driving correctly and the camper truck that was involved in this accident went through a stop sign, and the driver of said camper was cited by the C.H.P. for unsafe operation.

The Employer contends that the employee was operating his equipment in an unsafe manner or he should have been able to control his vehicle in such a manner as to have stopped in time to avoid the impact with the camper.

Case #7-0-CB-3526.

JSC Motion: That the warning letter is sustained.

Deadlocked California Bay JSC July 21, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #                      Local 741, Seattle, Washington, and  
11-70-5650                  Sea-Land Freight Service

Warning                      Protest warning notices issued on May 25 and May 26th concerning  
Letter                        incidents occurring on May 20, 1970 to the following employees:

Robert L. Ennis	Dennis J. Raymond
Rex L. Cook	Marvin N. Kinunen
Jack B. Coffin	Melvin Gredig

Case #2805 (U).

JSC Motion: That based on Article 3, Section 4 of the National Master Freight Agreement, the warning notice be withdrawn.

Deadlocked Washington JSC July 15, 1970.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5824

Local 17, Denver, Colorado, and  
Garrett Freight Lines

Warning  
Letter

Robert L. Hill protests the warning letter of December 10,  
1970 as unjust.

Case #46.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5825

Local 17, Denver, Colorado, and  
Garrett Freight Lines, Inc.

Warning  
Letter

Robert Hill protests warning letter of December 2, 1970  
as unfair.

Case #50.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
2-71-5826

Local 17, Denver, Colorado, and  
Garrett Freight Lines

Warning  
Letter

Raymond Leach protests warning letter as unfair. Letter  
dated December 11, 1970.

Case #63.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC January 6, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 57, Eugene, Oregon, and  
2-71-5828 Trans-Western Express

Warning Local 57 is protesting the warning letter issued to Charles  
Letter Imus on December 16, 1970.

The Union contends that Mr. Imus was moving his rig so a Klamath Falls driver could pull in his place when he pulled out and the other driver pulled in behind him. He did not see the driver's rig in the mirror and did not expect him to pull in behind him. The man has been an employee with the Company for ten years and has not even had a cautionary letter.

The Company contends that Mr. Hallnan and Mr. Imus, the other driver were both at fault for the damage to the Company's vehicles.

Case #1847.

JSC Motion: That the warning letter be upheld.

Deadlocked Oregon JSC January 4, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6056

Local 81, Portland, Oregon, and  
Pacific Intermountain Express

Warning  
Letter

Local 81 is protesting the warning letter issued to Lloyd Hannan on February 26, 1971, also one on March 16, 1971

Lloyd Hannan wears a sweatshirt with a hood for protection against the inclement weather at this time of year. On February 25th, he was called into P.I.E.'s office to remove his hood for "hair inspection."

In view of the fact that his head is covered, his hair is not seen, therefore not violating any of the policies of the Company nor offending any of P.I.E.'s customers, nor hazardous in the performance of his duties. The Union feels the Company is unjust in asking Hannan to remove his hood.

The Company wanted Hannan to take off his hood to see if he had long hair, he was asked and he refused to remove his hood. P.I.E. has a policy regarding hair and grooming and the Company maintains the right to see that these policies are complied with, wearing the hood is a way to get around Company rules.

Case #1939 and 1940.

JSC Motion: That the warning letter be withdrawn.

Deadlocked Oregon JSC April 12, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
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Case #  
5-71-6057

Local 190, Billings, Montana, and  
Garrett Freightlines

Warning  
Letter

Local 190 requests warning letter be withdrawn issued  
to James E. Davis, February 16, 1971.

Case #M-1122.

JSC Motion: That the warning letter be changed to a  
letter of reprimand.

Deadlocked Montana JSC March 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
5-71-6058 Garrett Freightlines, Inc.

Warning Local 190 requests the warning letter dated January 25, 1971  
Letter to Vic Bachmeier be withdrawn.

Case #M-1113.

JSC Motion: That in Case M-1113 the warning letter dated  
January 25, 1971 to Vic Bachmeier be withdrawn.

Deadlocked Montana JSC January 19, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
5-71-6059 United-Buckingham Freightlines

Warning Local 190 is protesting the warning letter issued to driver  
Letter Bell.

Another car and truck were involved in an accident and consequently driver Bell did not see the car. No citation was issued to Bell by the Montana Highway Patrol. Warning letter was issued on December 9th for an accident which happened seven miles east of Rock Creek Lodge on November 30, 1970.

Case #M-1097.

JSC Motion: That the warning letter be changed to a letter of reprimand.

Deadlocked Montana JSC January 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
5-71-6060

Local 208, Los Angeles, California, and  
Milne Truck Lines, Inc.

Warning  
Letter

Alleged accident was caused by faulty equipment and not the  
negligence of the operator and request that Company remove  
this warning notice issued March 1, 1971 to Willard Bolter.

Case #SC-4-1-8306.

JSC Motion: That based on the facts presented, the warning  
notice be withdrawn.

Deadlocked Southern California JSC April 9, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 222, Salt Lake City, Utah, and  
5-71-6061 Pacific Intermountain Express

Warning Letter Salt Lake City domiciled line driver Donald C. Wescom was issued a warning notice dated January 5, 1971, for failure to call his relief driver when he arrived at his layover point in Ontario, Oregon as directed in the Company's written instructions.

The Union concedes that the instructions are well known and that the driver failed to comply, but objects to the terminology used in the warning notice and contends that it was issued not for his failure to call the relief driver, but as a result of bad attitude of the driver's supervisor.

Case #1920 (Feb. 71-6).

JSC Motion: That the warning notice be rewritten to eliminate the paragraph regarding the belligerent attitude.

Deadlocked Utah-Idaho JSC February 25, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-71-6062 Navajo Freight Lines, Inc.

Warning William Chart states: Protesting warning letter, Certified  
Letter No. 882617, and the suspension issued me. Request all pay  
for period of suspension.

Case #65.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 7, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
5-71-6063 Pacific Intermountain Express

Warning Letter George Massey states: I am protesting the warning letter of February 10, 1971 for an accident on February 3, 1971. I request this letter be retracted.

Case #20

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC March 3, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6064

Local 692, Long Beach, California, and  
Griley Security Freight Lines

Warning  
Letter

Local 692 protests the warning notice issued to our member, Coleman J. Hutton, which is dated January 14, 1971, by the Company and received by our member on February 3, 1971, and requests that it be removed from his record due to being untimely.

Case #SC-3-1-8229.

JSC Motion: That based on the fact that the notice of Certified warning notice by the Post Office was January 16, 1971 and the protest of the Union was not dated until February 12, 1971, the protest is untimely.

Deadlocked Southern California JSC April 7, 1971.



JOINT COUNCIL #7 DISPUTES



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-8-3562

Local 70, Oakland, California, and  
Ringsby Truck Lines

Joint  
Council #7  
Dispute

The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case #LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968, JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-8-3580

Local 85, San Francisco, California, and  
Delta Lines, Inc.

Joint  
Council #7  
Dispute

Whether or not air freight picked up at the airport is, or is  
not, connecting carrier freight.

Union's position was that the Company used a swing shift  
hostler to pick up freight at the airport and bring it to the  
terminal. The Union is asking for time and a half for the  
grievant's entire shift.

Company stipulates to facts but took the position that they  
were a party to the A.C.I. Tariff, that air freight is  
connecting carrier freight and that the grievant did not  
deliver the freight but did bring it back to the terminal for  
loading on out-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be  
upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee  
retain jurisdiction until Local 85 can bring proof that past  
practice in this area exists. If the rate in this matter is a  
through rate with division of revenue, the claim of the Union  
is denied; if two or more rates are applied as a combination  
of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-9-4374

Encinal Terminal Container Division, and  
Local 85 - San Francisco, California

Joint  
Council #7  
Dispute

It was the position of the Union that the Company cannot pick  
and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract  
article and Agreements made by the Union with other carriers.

Case #LD-4302.

Joint Council #7 Motion: This case was referred directly  
to the Joint Council #7 Committee of the Joint Western Area  
Committee.

Joint Council #7 Labor-Management Committee date of  
action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
2-9-4376

Local 287, San Jose, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Union claims consignee cannot put loaded pallets on their  
rollers for one driver to push into van and hand stack same.

It was the position of the Union that this was a violation of  
Article 45 of the Supplemental Agreement.

The Company contended that this was proper under Article  
45 of the Agreement.

Case #LD-4270.

Joint Council #7 Motion: That under the provisions of  
Article 45 the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee  
November 7, 1968.

February, 1969 JWAC Action: The committee will retain  
jurisdiction with the understanding that the two parties will  
get together and work out their particular problems based on  
the discussion that was made.

May, 1969 JWAC Action: Committee retains jurisdiction.

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
8-9-4809

Local 287, San Jose, California, and  
Interstate Motor Lines

Joint  
Council #7  
Dispute

Shippers/Consignees Fork Lift entered a van with palletized freight, which was then unstacked by hand from the pallets and restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

That as long as any hand loading is involved, the Shippers/Consignees Fork Lift may not go beyond the lip of the truck, which the Union construes to be that area immediately to the rear of the trailer itself.

The driver of the Fork Lift did not get off the Fork at any time, did no hand unloading or loading. The lip of the truck is construed by the Company to be the very rearmost portion of the truck bed itself, an integral part of the vehicle.

Case # 7-9-LD4835.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
July 17, 1969,

August, 1969 JWAC Action: Postponed.

November, 1969 JWAC Action: Postponed.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #  
2-70-5164

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Night hostler picked up freight at the Air Freight Terminals at San Francisco Airport. Is this payable at 1 1/2 overtime as pick-up and delivery outside of regular daylight hours?

Union states that the Air Freight Companies are customers of P. M. T. and thus this should be construed as Local Pick-Up and Delivery work, and payable at the time and one-half rate.

Company states that this is provided for under the contract for merely the 10% night premium, in that it is the pick-up of Interline, or Connecting Carrier freight. The freight moves on a tariff to which both P. M. T. and the Air Freight Carriers are a party. The compensation which P. M. T. receives is based on a percentage division of thru rates.

Case #1-0-LD-5232.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 15, 1970.

February, 1970 JWAC Action: Postponed.

May, 1970 JWAC Action: Postponed.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
8-70-5502

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Union claims all employees of Company to be paid full days' pay for May 14, 1970, or difference of 7 1/2 hours pay.

Company states that men reported for work, punched in, and started to work. Pickets arrived at the plant, there was discussion and the men were told to go home by the dispatcher.

Company says the men showed up for work at 7:00 A.M. and held a meeting to determine whether or not they should work. When pickets arrived the men left the dock, came back in, and punched out. They did so of their own accord.

Case #6-0-LD-5568.

Joint Council #7 Motion: That the case of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee  
June 18, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE .  
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Case #  
8-70-5508

Local 287, San Jose, California, and  
Western Gillette, Inc.

Joint  
Council #7  
Dispute

Money claim for men who punched in and did not finish the day.  
Union requesting the employees that went to work receive the  
difference in pay for a full day.

Men punched in, walked off because of labor dispute, were  
instructed by the local union representative to go back to work.  
They complied and worked the rest of the day. The Company  
refused to pay them for the full 8 hours guaranteed under the  
contract.

The Employer contends that the men walked off the job; there  
was no legal work stoppage. The Union representative instructed  
them to return to work after they had been off for about two hours.  
The Company allowed them to return to work, but only paid them  
for total number of hours worked that day, not for the time they  
were indulging in the illegal work stoppage.

Case #5-0-LD-5483.

Joint Council #7 Motion: That the claim of the Union is  
denied.

Deadlocked Joint Council #7 Labor-Management Committee  
May 7, 1970.

August, 1970 JWAC Action: Postponed.

November, 1970 JWAC Action: Postponed.

February, 1971 JWAC Action: Postponed.



\* DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE \*

Case #  
2-71-5834

Local 85, San Francisco, California, and  
I. M. L. Freight, Inc.

Joint  
Council #7  
Dispute

Union requests one day's pay for man on layoff out of the hiring hall.

Company is bobtailing tractors with Oakland drivers from Oakland to San Francisco. They go to the Company's San Francisco terminal and pick up loaded sets and take them back to the East Bay. Union feels this is Local 85 work and belongs to either Local 85 men on layoff from the Company or to men out of the Local 85 hiring hall.

Company feels this is a normal operation, has been doing it for years and sees no reason why, under the Bay Area jurisdiction this is not permissible.

Case #11-0-LD-5877.

Joint Council #7 Motion: That if there were any Local 85 men on layoff from the Company, the claim is allowed, if not, it is denied.

Deadlocked Joing Council #7 Labor-Management Committee  
November 19, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5838

Local 287, San Jose, California, and  
Pacific Intermountain Express

Joint  
Council #7  
Dispute

Union requests that Gerald Durham should be compensated the difference between what he made on the day in question and what Paul Tribon was paid.

Union claims Company dispatched bid heavy duty man with set of doubles instead of giving it to the bid doubles driver.

Company claims that on Friday an overflow of one trailer developed on the north run which is bid heavy duty. They gave the trailer to the north man who dropped it off on his way north and picked it up again on his return. The bid doubles driver was in the south end of the zone.

Case #10-0-LD-5795.

Joint Council #7 Motion: That the claim is upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
November 5, 1970.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #  
2-71-5868

Local 70, Oakland, California, and  
Owens Illinois

Joint  
Council #7  
Dispute

Employee C. Harlan was off on sick leave November 4th and 5th, 1970. He has used 12 days of his sick leave since 4-1-70. However, since employees are allowed to accumulate unused sick leave up to a maximum of 36 days as of 7-1-59 established anniversary date. Union feels Mr. Harlan should be paid for the second day he was off, namely, November 5, 1970.

Case #01-71.

JSC Motion: That the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee  
January 15, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #                      Coast Drayage - and - Local 70, Oakland, California  
2-71-5869

Joint  
Council #7  
Dispute

Money claim by Coast Drayage against Local 70 for indulging in illegal work stoppage and forcing Company to employ an extra man in violation of Article 47 of the Supplemental Agreement.

Employer contends on January 6, 1971, Local 70 insisted that the Company employ a stand-by lumper at the Colgate Palmolive Soap Company while attempting to load/unload, this was in violation of Article 47 of the supplemental agreement, and in order to cause the Union to cease an illegal work stoppage the Company had to accede to the Union's illegal demands. The Company feels that the Union is liable for the days pay for the man involved.

Case #1-71-LD-5966.

JSC Motion: That this case is improperly before this committee.

Deadlocked Joint Council #7 Labor-Management Committee  
January 21, 1971.

February, 1971 JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6065

Local 70, Oakland, California , and  
Consolidated Freightways

Joint  
Council #7  
Dispute

Work jurisdiction.

Company utilized a common carrier to effect a delivery which the Union says is normally handled by the Company, and there were men on layoff. Union requests one days' pay, plus two hours overtime for a senior qualified man who was on layoff this date.

General Motors, the consignee, requested by signed routing request that the shipment of 4,000 pounds be picked up in the CFW yard by Crescent Truck Lines, and delivered immediately to the G. M. Plant. The Company says they have no control over this freight after a routing request has been made by the consignee.

Case #2-71-LD6003.

JSC Motion: That the position of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
April 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
5-71-6066 Consolidated Freightways

Joint  
Council #7  
Dispute

Union claims the following:

Union requests that Mr. Schlyter be returned to his correct established rate of pay and be reimbursed by Company for all monies lost. Union requests that Mr. Sampe be returned to his correct established rate of pay and that he be reimbursed by Company for all monies lost. Union requests that Mr. Rakstad be returned to his correct established rate of pay and that he be reimbursed by Company for all monies lost.

That the above employees were paid at a higher rate of pay for a considerable period of time, and that the Company unilaterally reduced this pay and the duties connected with them.

Company states that they faced a large layoff, men were reduced to positions in accordance with their seniority with the Company and the wage scales established as per the classifications to which they were reduced by same strict seniority.

Case #2-71-LD5996/5997/5998.

JSC Motion: That the Union's position be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
February 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6067

Local 70, Oakland, California, and  
Encinal Terminals

Joint  
Council #7  
Dispute

Union claims one days' pay for two employees laid off  
(Claesgens and Rose)  
That Company brought tractors and Local 315 Short Line Drivers  
into the Oakland yard, picked up loads, delivered them to San Jose  
Terminal, returned to Oakland, and then back to Richmond.  
Union claims that Local 70 Pickup & Delivery personnel were on  
layoff and should have pulled these schedules.

Company states that the 468 board was exhausted, so they utilized  
Local 315 Short Line men to make the pulls. Men were paid on  
short line basis, started in one locals' jurisdiction, pulled to,  
and delivered in another locals' jurisdiction, and returned to their  
point of origin without a lay, a true short line operation.

Case #1-71-LD5930.

JSC Motion: That the position of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
February 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6068

Local 70, Oakland, California, and  
Interstate Motor Lines

Joint  
Council #7  
Dispute

Dan Patton called in as hostler on Sunday, upon reporting to work Mr. Patton was dispatched to make a pickup. After making the pickup he returned to the yard where there was hostling work to be performed, Mr. Patton refused the hostling work and clocked out at 11:30 P.M. (His shift was swing). Union is claiming pick up pay back to 8:00 A.M. as he was used as driver, and 8:00 A.M. is the regular starting time for drivers. If a man is used as a driver, he has an 8:00 A.M. starting time, regardless what time he is called in, and should be paid back to that time.

Company called the man in as a hostler, he made the one pickup only and there were additional sets for him to make and break, he refused this work, and clocked out before his regular quitting time.

Case #4-71-LD6166.

Jt. Council #7 Motion: The claim of the Union is denied.

Deadlocked Jt. Council #7 Labor-Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6069

Local 70, Oakland, California, and  
Owens Illinois

Joint  
Council #7  
Dispute

On Saturday, March 6, 1971, H & C Trucking hauled a load from Company's warehouse "C", to Korbel Winery in Guerneville, when Company had equipment and drivers available, and 12 men on layoff. Delivery time of load was 7:00 A.M. which would constitute a 4:30 A.M. start; and Union is claiming 11 1/2 hours pay at the premium rate for Mr. Paul Jones, who should have performed this work.

Case #D-1105.

JSC Motion: That Union's position be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
March 10, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
5-71-6070 Panda Terminals

Joint  
Council #7  
Dispute

Work is being performed, but men on layoff have not been called back. Union requests that Company pay all laid off employees who have suffered because of this change in operations. Union claims that Company ceased part of its former operations and such cessation resulted in the layoff of a considerable number of Local 70 members. The business in turn was given to F. J. Burns Drayage, which now handles for the Company with its own employees, some Local 70, and some Local 85.

Company was ordered by regulatory agencies to cease and desist a portion of the transportation operations in which they were engaged, due to lack of certificates and permits. The Company then turned this business over to a local drayage concern, which is certificated and permitted to handle the areas involved. The Drayage agency employee, its own employees, whether 70 or 85, and Panda, has no control over this.

Case #2-71-LD6042.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
March 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
5-71-6071 Ringsby Systems

Joint Council #7 Dispute Union claiming days pay for employee on lay off on dates when Employer dropped trailers at Consignee/Shippers in excess of 36 hours. That Company dropped trailers at Ford Tractor in Oakland, and at Eastman Tag in Richmond in excess of 36 hours, and Shipper/Consignee loaded/unloaded the freight. Union feels that a man on layoff (Local 70) should have been called back for standby.

Union feels that Article 47, Section 2, A (3) allows this when the loading/unloading consumes more than 36 hours from the time trailer is dropped until it is picked up.

Case #2-71-LD5989/5990.

JSC Motion: That claim of the Union be allowed.

Deadlocked Jt. Council #7 Labor Management Committee  
February 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
5-71-6072 Ringsby Truck Lines

Joint  
Council #7  
Dispute

Thomson was paid vacation 17 days in the month of December. Union claims this automatically entitles the man to health and welfare payments for the month of January. The man was paid his vacation in December, this would mean the same as working 17 days in the month, which would entitle him to health and welfare payments in January.

Company says the man was on an unscheduled vacation at the time. The man had been laid off August 25, 1970. He requested vacation during the layoff period, and requested his pay for said vacation in December. He did not work the 13 days necessary to qualify him for the Health and Welfare payments, and is still on layoff.

Case #4-71-LD6188.

Jt. Council #7 Motion: Based on the facts presented the claim of the Union is denied.

Deadlocked Jt. Council #7 Labor-Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6073

Local 70, Oakland, California, and  
Sea Land Services

Joint  
Council #7  
Dispute

Union feels when a man with 3 years seniority, is entitled to 15 days paid vacation as of his anniversary date; a man with 7 years seniority, is entitled to 20 days paid vacation as of his anniversary date. Company does not agree.

Case #D-1103.

JSC Motion: That the matter will be submitted to J. W. A. C. for interpretation.

Deadlock Jt. Council #7 Labor Management Committee  
March 5, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and  
5-71-6074 Shippers Encinal

Joint  
Council #7  
Dispute

On March 24, 1971, Ken Mills, Local 70 subhauler, hauled a load from Kaiser Aluminum to Sacramento. He loaded the night before presumably. According to the Company letter of agreement, no subhauler shall work when there are Local men on lay-off. Union claiming pay for Local 70 men.

Company states the case is improperly before the Committee as it should properly be a Local 468 filing, as this is a line case. This is not Local 70's work.

Case #4-71-LD6193.

Jt. Council #7 Motion: That this case is improperly before this Committee.

Deadlocked Jt. Council #7 Labor-Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6075

Local 70, Oakland, California, and  
Western Gillette

Joint  
Council #7  
Dispute

Does the Company have the right to interline freight which was formerly handled by a bid driver?  
Union requests that this bid run to Travis Air Force Base be re-established for a Local 70 man. Union claims that historically the Company has bid a "Freight Available" run to Travis AFB to a Local 70 man. The Company has now ceased this run and is interlining with a local drayage firm. Union feels that the bid should be protected.

Company states that due to depressed economic situation they must interline this freight. Company claims that if they hold the freight long enough to consolidate a profitable load that the Consignee/Shipper is unhappy with the service, thus they interline daily with a local drayage firm which gives the daily service to Travis.

Case #1-71-LD5940.

JSC Motion: That the position of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
February 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6076

Local 85, San Francisco, California, and  
Monarch Institutional Foods

Joint  
Council #7  
Dispute

Claim for Penalty Cargo pay for all employees. Union requests all employees to have the \$1.00 penalty cargo premium to be encompassed within their hourly rate of pay and any employee who had deduction of same since March 1, 1971 to be compensated at the applicable rate of pay including the \$1.00 premium.

Case #4-71-LD6128.

JSC Motion: That the claim of the Union be upheld. The Company paid \$1.00 above the scale called for in the contract. The \$1.00 being paid for penalty cargo whether or not work was being performed.

Deadlocked Jt. Council #7 Labor Management Committee  
April 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6077

Local 85, San Francisco, California, and  
Pacific Motor Transport

Joint  
Council #7  
Dispute

Union claims that a Line Driver performed work which should have been performed by a Local 85 Pickup & Delivery man. Union requests high man Saturday, Sunday, Holiday work list be compensated for hours of work performed by line driver Turpin, P.M.T.

Case #3-71-LD6098.

JSC Motion: That this case be referred to the California Bay Area Committee based on Article 47, Section 3.

Deadlocked Jt. Council #7 Labor Management Committee  
March 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6078

Local 85, San Francisco, California, and  
S. E. Rykoff Company

Joint  
Council #7  
Dispute

Union claims Company may not block out any periods in which an employee will not be allowed to take his vacation. Union requests Mr. Robert Robinette and any other employee desiring vacation in September, 1971 be entitled to do same under the amount of drivers Company does allow off at any one given time.

Union's position is that the Company cannot close off any specific week, or weeks to vacation.

The heaviest period of the year, in the Employers business are those in the month of September, due to the fact the Company is an Institutionalized Food Supplier, and this is the period in which the schools receive their stock. The Company has never allowed any vacation to be taken during this two week period, and feels that under the provision of the National Master Freight Agreement, Article 20, and the Vacation Article, that they should not be forced to endure the hardship and damage to business which might result from this action.

Case #3-71-LD6116.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
April 1, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6079

Local 85, San Francisco, California, and  
Western Carloading

Joint  
Council #7  
Dispute

Claim by the Union for additional hours pay for grievant Joe Beveridge. Union requests two (2) nights pay at shift differential. Union claims that employee suffered two accidents, one on each of two nights, had to clock out because of them, and the Company paid him only for the actual hours worked. Union claims balance of pay for eight hours for each of the two days in question.

Company states they know nothing of any accidents on these two nights, that they were not reported to the supervisor in charge; that the Company felt the man was complaining of his feet hurting him because of a previous injury, and this was a reoccurrence and therefore should be paid for only time worked.

Case #3-71-LD6076.

JSC Motion: That the claim of the Union be allowed.

Deadlocked Jt. Council #7 Labor Management Committee  
March 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 287, San Jose, California, and  
5-71-6080 Delta Lines

Joint  
Council #7  
Dispute

Men were sick/injured in January, 1971, and returned to work in February of 1971. They did not work 12 days in either January or February, they were not paid Washington's birthday holiday. Union requests holiday pay and Vacation and Sick Leave credit for February, 1971. Union claims the men's right to holidays are protected by the "end of the month and 30 days after" clause in the Contract, and the men should have received their holiday pay.

The men were not absent to the end of the month and 30 days thereafter, and had not worked the required 13 (12) days in the month of February, therefore they were not entitled to any holiday pay or vacation benefit for the month of February.

Case #4-71-LD6167/6168.

Jt. Council #7 Motion: That based on Article 45, Section 2, the claim of the Union is allowed.

Deadlocked Jt. Council #7 Labor-Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #  
5-71-6081

Local 287, San Jose, California, and  
Delta Lines

Joint  
Council #7  
Dispute

Union requests that Company pay I. Gallardo the applicable rate of pay for all hours worked by the junior men on Saturday February 20, 1971. Union claims that Company improperly dropped I. Gallardo to the bottom of the wheel because he did not have sufficient hours left to work a premium Saturday.

Company claims that Gallardo would have had sufficient hours when he was offered the premium day work on the Thursday preceeding the premium Saturday. Company states that Gallardo refused the work, and as per the article of the Agreement, his name was dropped to the bottom of the wheel, and to the date of grievance has not yet come to the top.

Case #3-71-LD6100.

JSC Motion: Based on the facts presented, the claim of the Union be denied.

Deadlocked Jt. Council #7 Labor Management Committee  
March 18, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6082 Di Salvo Trucking

Joint Council #7 Dispute Money claim by Hostler for early work performed by heavy driver. Union requests one hours pay at time and one half for bid hostler. Union states Company is bringing in heavy duty man to break apart a train and take a box of said train to consignees for delivery. This is happening an hour and a half prior to the clocking in of the regular day bid hostler. Union feels this is the bid hostlers work, and that he should have been called in for this hostling work.

Company brings in bid heavy duty driver. He breaks apart the train and takes one of the two boxes that forms that train out to the Consignees to deliver. He does not break or make anything other than his own equipment, the Company does not feel this is hostling.

Case #2-71-LD6031.

JSC Motion: That the Union's position be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
March 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6083 East Texas Motor Freight

Joint  
Council #7  
Dispute

Union claims time and one half for Ernest Guerreiro for December 28th. That when a holiday occurs during an employees vacation, the mans vacation is automatically extended one additional day for each holiday which occurred. If the man is brought back to work without having extended said vacation for the additional day, it amounts to the same thing as the man working on a holiday, and as such should be compensated by having the 1 1/2 rate assessed for all time worked that day.

The policy of the Company is and has been that if a holiday occurs during a man's vacation, the man is compensated and additional 8 hours for each such holiday, however his vacation is not extended beyond its normal period.

Case #1-71-LD5948.

JSC Motion: That based on the Employers forcing the man back to work the (2) holidays that fell during his vacation the claim of the Union for one days pay at 1 1/2 be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
February 4, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6084 Garden City Transportation

Joint  
Council #7  
Dispute

Union requests 4 hours at broken time, when Sea Containers were dropped at Consignee for unloading. That Local 287 employees should have been utilized to unload the Sea Container at the Consignees.

The Company's position is that the understanding in the Sea Container operation is that they may be dropped at Shippers/Consignees for them to unload.

Case #4-71-LD6182.

Jt. Council #7 Motion: That the claims of the Union be upheld.

Deadlocked Jt. Council #7 Labor Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6085 Pacific Motor Trucking

Joint Misdispatch by Company, of Singles and Doubles Bid drivers.  
Council #7 Union requests that men be dispatched at 8:00 A.M. on their  
Dispute bid positions. Union claims that Company is dispatching Single  
men on Doubles, and Doubles men on Singles, even though they  
have bid otherwise. Union requests this practice be stopped.

Company dispatches one Doubles out in the morning with a  
Single, upon his return to the terminal at noon, he is redispached  
out with a set of Doubles; he is paid Doubles the entire shift, and  
is a bid Doubles man.

Case #4-71-LD6169.

Jt. Council #7 Motion: The claim of the Union is denied.

Deadlocked Jt. Council #7 Labor Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6086 Shippers-Encinal Express

Joint  
Council #7  
Dispute

Company in violation of Article 47, dropped a Matson Van at Almaden Winery, loaded by the shipper. Union requests pay at applicable rate for Local 287 man for unloading van. That this is work jurisdiction of Local 287 man.

Company states that this is a Sea Van operation, and containers may be dropped under the local agreement.

Case #4-71-LD6143.

Jt. Council #7 Motion: Claim of the Union be upheld.

Deadlocked Jt. Council #7 Labor-Management Committee  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
5-71-6087 West Transportation

Joint Dropping of Sea Van at Consignees. Union request pay for  
Council #7 Local 287 man, for work performed by Consignee. This is the  
Dispute jurisdiction of Local 287, and a Local 287 man should be doing  
the work.

This is a Sea Van dropping operation, and according to the controlling understanding the van may be dropped at the Consignees for them to unload.

Case #4-71-LD6153.

Jt. Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Jt. Council #7 Labor-Management Committee.  
April 15, 1971.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 315, Martinez, California, and  
5-71-6088 Pacific Motor Trucking

Joint  
Council #7  
Dispute

Union requests double rate to all employees for any work performed, who are now on the seniority list.  
Company has traditionally paid double rate to all employees whether or not they were actually operating doubles. Company has now ceased this and pays according to the Bid classification. Union feels this is a past practice and should be continued.

Company feels that under the bidding procedure the men who bid, and who are pulling doubles are paid that wage, the others are paid for the work they perform.

Case #2-71-LD6016.

JSC Motion: That employees on seniority list as of date of filing shall continue to receive the double rate of pay.

Deadlocked Jt. Council #7 Labor Management Committee  
March 4, 1971.